

# PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004

Annual Plan for Fiscal Year 2001

Bellingham Housing Authority

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN  
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

## **PHA Plan Agency Identification**

**PHA Name:** Bellingham Housing Authority

**PHA Number:** WA025

**PHA Fiscal Year Beginning: (mm/yyyy)** 10/2001

### **Public Access to Information**

**Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)**

- ☒ Main administrative office of the PHA
- ☐ PHA development management offices
- ☐ PHA local offices

### **Display Locations For PHA Plans and Supporting Documents**

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- ☒ Main administrative office of the PHA
- ☐ PHA development management offices
- ☐ PHA local offices
- ☐ Main administrative office of the local government
- ☐ Main administrative office of the County government
- ☐ Main administrative office of the State government
- ☒ Public library
- ☐ PHA website
- ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- ☒ Main business office of the PHA
- ☐ PHA development management offices
- ☐ Other (list below)

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2000 - 2004**  
[24 CFR Part 903.5]

**A. Mission**

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- ☐ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- ☒ The PHA's mission is: (state mission here)

Our mission is to provide quality, affordable housing for low- and moderate-income families, elderly households, and persons with disabilities through innovative resource development and responsible stewardship of our housing and fiscal resources.

**B. Goals**

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

**HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.**

- ☒ PHA Goal: Expand the supply of assisted housing  
Objectives:
- ☒ Apply for additional rental vouchers:
  - ☐ Reduce public housing vacancies:
  - ☒ Leverage private or other public funds to create additional housing opportunities:
  - ☒ Acquire or build units or developments
  - ☐ Other (list below)
- ☒ PHA Goal: Improve the quality of assisted housing  
Objectives:
- ☐ Improve public housing management: (PHAS score)
  - ☒ Improve voucher management: (SEMAP score)
  - ☒ Increase customer satisfaction:

- ☐ Concentrate on efforts to improve specific management functions:  
(list; e.g., public housing finance; voucher unit inspections)
- ☒ Renovate or modernize public housing units:
- ☐ Demolish or dispose of obsolete public housing:
- ☐ Provide replacement public housing:
- ☐ Provide replacement vouchers:
- ☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices

Objectives:

- ☐ Provide voucher mobility counseling:
- ☒ Conduct outreach efforts to potential voucher landlords
- ☐ Increase voucher payment standards
- ☐ Implement voucher homeownership program:
- ☐ Implement public housing or other homeownership programs:
- ☐ Implement public housing site-based waiting lists:
- ☐ Convert public housing to vouchers:
- ☐ Other: (list below)

**HUD Strategic Goal: Improve community quality of life and economic vitality**

☒ PHA Goal: Provide an improved living environment

Objectives:

- ☒ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- ☒ Implement public housing security improvements:
- ☒ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☐ Other: (list below)

**HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals**

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- ☐ Increase the number and percentage of employed persons in assisted families:

- ☒ Provide or attract supportive services to improve assistance recipients' employability:
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☐ Other: (list below)

**HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans**

- ☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing  
Objectives:
  - ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
  - ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
  - ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
  - ☐ Other: (list below)

**Other PHA Goals and Objectives: (list below)**

1. Continue to manage the Bellingham Housing Authority's existing public housing program in an efficient and effective manner thereby qualifying as at least a standard performer under the Public Housing Assessment System (PHAS).
2. Achieve PHAS Standard Performer status for the Bellingham Housing Authority by September 30, 2001.
3. Enhance the marketability of the Bellingham Housing Authority's high-rise public housing units for the elderly.
4. The Bellingham Housing Authority shall maintain and enhance the physical security aspects of its buildings.
5. Manage the Bellingham Housing authority's tenant-based program in an efficient and effective manner thereby qualifying as at least a standard performer under SEMAP.
6. The Bellingham Housing Authority shall achieve and sustain a utilization rate of 98 percent by September 30, 2001, in its tenant-based program.

**Annual PHA Plan**  
**PHA Fiscal Year 2001**  
[24 CFR Part 903.7]

**i. Annual Plan Type:**

Select which type of Annual Plan the PHA will submit.

☐ **Standard Plan**

**Streamlined Plan:**

- ☒ **High Performing PHA**  
☐ **Small Agency (<250 Public Housing Units)**  
☐ **Administering Section 8 Only**

☐ **Troubled Agency Plan**

**ii. Executive Summary of the Annual PHA Plan**

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

This second Bellingham Housing Authority Agency Plan describes the programs, policies and practices that BHA will carry out in its Fiscal Year beginning October 1, 2001. In general BHA will continue the same course of action that has proved successful over the last decade in meeting the needs of residents and the community, within the limits of available resources. BHA will continue to focus on its mission and Agency Goals (set forth above), stressing sound property management and maintenance and Section 8 administration. BHA will also continue its successful development of additional affordable housing developments and work with other community partners to address the critical shortage of affordable housing in Bellingham.

The Quality Housing and Work Responsibility Act of 1998 ("QHWRA") requires BHA to make some adjustments in its policies and practices, as shown in the Admission and Occupancy Policies for public housing and the Section 8 Administrative Plan attached to the draft Agency Plan. The required changes have all been imposed by new regulation, with the exception of increasing the eligible income limit to 80% of median income for families applying for the Section 8 Voucher program and project basing of Section 8 Vouchers. These two exceptions will help to serve more eligible families and increase housing choice for eligible families.

The BHA Board of Commissioners invites comments from residents and the community through the Agency Plan public notice and hearing process.

### **iii. Annual Plan Table of Contents**

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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#### **Attachments**

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- ☒ Admissions Policy for Deconcentration (ACOP wa025a03)
- ☒ FY 2001 Capital Fund Program Annual Statement (wa025b03)

- ☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)
- ☐ Community Service Plan (attached at end of template)

**Optional Attachments:**

- ☐ PHA Management Organizational Chart
- ☒ FY 2001 Capital Fund Program 5 Year Action Plan (wa025c03)
- ☒ Public Housing Drug Elimination Program (PHDEP) Plan (wa025d03)
- ☐ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- ☒ Other (List below, providing each attachment name)
- Definition of Substantial Deviation to the Plan (wa025e03)
- Section 8 Administrative Plan (wa025f03)
- Resident Membership on PHA Board (wa025g03)
- Membership of Resident Advisory Board or Boards (wa025h03)
- Statement of Progress in Meeting the 5-Year Plan Mission and Goals (wa025i03)
- Deconcentration and Income Mixing (wa025j03)
- Action Plan for the PHAS Resident Survey (wa025k03)
- Project-based Voucher Program (as revised by Section 232) (wa025l03)
- Lease (wa025m03)
- Lease Addendum (wa025n03)
- Capital Fund Performance and Evaluation Report 25-501-00 (wa025o03)
- Capital Fund Performance and Evaluation Report 707-98 (wa025p03)
- Capital Fund Performance and Evaluation Report 708-99 (wa025q03)
- Income Limits – Section 8 Existing Program (wa025r03)

**Supporting Documents Available for Review**

Indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with	5 Year and Annual Plans

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant	Annual Plan: Capital Needs

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	Program Annual Statement (HUD 52837) for the active grant year	
NA	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
NA	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
NA	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
NA	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
NA	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
NA	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
NA	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
NA	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
NA	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
X	Other supporting documents (optional) Public Housing Lease	(specify as needed)

## **1. Statement of Housing Needs**

[24 CFR Part 903.7 9 (a)]

### **A. Housing Needs of Families in the Jurisdiction/s Served by the PHA**

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

<b>Housing Needs of Families in the Jurisdiction by Family Type</b>							
Family Type	Overall	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Income <= 30% of AMI	2332	5	4	3	3	1	2
Income >30% but <=50% of AMI	1676	5	4	3	3	1	2
Income >50% but <80% of AMI	2628	4	3	2	2	1	1
Elderly	1100	4	3	3	3	2	4
Families with Disabilities	Not Avail						
White Non Hisp	5995	5	4	3	3	1	2
Hispanic	194	5	4	3	3	1	2
African American	105	5	4	3	3	1	2
Race/Ethnicity							

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- ☒ Consolidated Plan of the Jurisdiction/s (City of Bellingham)  
Indicate year: 1998
- ☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
- ☐ American Housing Survey data  
Indicate year:
- ☐ Other housing market study  
Indicate year:
- ☐ Other sources: (list and indicate year of information)

## **B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists**

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/>	Section 8 tenant-based assistance		
<input checked="" type="checkbox"/>	Public Housing		
<input type="checkbox"/>	Combined Section 8 and Public Housing		
<input type="checkbox"/>	Public Housing Site-Based or sub-jurisdictional waiting list (optional)		
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	588		114
Extremely low income <=30% AMI	488	83	
Very low income (>30% but <=50% AMI)	87	15	
Low income (>50% but <80% AMI)	13	2	
Families with children	301	51	
Elderly families	45	8	
Families with Disabilities	95	16	
Wht Non Hisp	455	77	
Hispanic	68	11	
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
0 BR	260	44	29
1BR	219	37	33
2 BR	60	10	22
3 BR	52	9	29
4 BR	1	0	1
5 BR			

Housing Needs of Families on the Waiting List			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	205		450
Extremely low income <=30% AMI	143	70	
Very low income (>30% but <=50% AMI)	45	22	
Low income (>50% but <80% AMI)	15	7	
Families with children	92	45	
Elderly families	30	15	
Families with Disabilities	35	17	
White Non Hisp	196	96	
Hisp	7	3	
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			

Housing Needs of Families on the Waiting List			
1 BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

### C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

#### (1) Strategies

**Need: Shortage of affordable housing for all eligible populations**

**Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:**

Select all that apply

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☒ Reduce turnover time for vacated public housing units
- ☐ Reduce time to renovate public housing units
- ☐ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☐ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☐ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☐ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☐ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program

- ☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☐ Other (list below)

**Strategy 2: Increase the number of affordable housing units by:**

Select all that apply

- ☒ Apply for additional section 8 units should they become available
- ☐ Leverage affordable housing resources in the community through the creation of mixed - finance housing
- ☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- ☐ Other: (list below)

**Need: Specific Family Types: Families at or below 30% of median**

**Strategy 1: Target available assistance to families at or below 30 % of AMI**

Select all that apply

- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- ☒ Employ admissions preferences aimed at families with economic hardships
- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

**Need: Specific Family Types: Families at or below 50% of median**

**Strategy 1: Target available assistance to families at or below 50% of AMI**

Select all that apply

- ☐ Employ admissions preferences aimed at families who are working
- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

**Need: Specific Family Types: The Elderly**

**Strategy 1: Target available assistance to the elderly:**

Select all that apply

- ☒ Seek designation of public housing for the elderly

- ☒ Apply for special-purpose vouchers targeted to the elderly, should they become available
- ☐ Other: (list below)

**Need: Specific Family Types: Families with Disabilities**

**Strategy 1: Target available assistance to Families with Disabilities:**

Select all that apply

- ☐ Seek designation of public housing for families with disabilities
- ☐ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☒ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☐ Other: (list below)

**Need: Specific Family Types: Races or ethnicities with disproportionate housing needs**

**Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:**

Select if applicable

- ☐ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- ☐ Other: (list below)

**Strategy 2: Conduct activities to affirmatively further fair housing**

Select all that apply

- ☐ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- ☐ Market the section 8 program to owners outside of areas of poverty /minority concentrations
- ☒ Other: (list below)  
State grant applied for to contract with community action agency for housing search assistance.

**Other Housing Needs & Strategies: (list needs and strategies below)**

**(2) Reasons for Selecting Strategies**

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- ☒ Funding constraints
- ☒ Staffing constraints
- ☒ Limited availability of sites for assisted housing
- ☒ Extent to which particular housing needs are met by other organizations in the community
- ☒ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- ☒ Influence of the housing market on PHA programs
- ☒ Community priorities regarding housing assistance
- ☒ Results of consultation with local or state government
- ☒ Results of consultation with residents and the Resident Advisory Board
- ☒ Results of consultation with advocacy groups
- ☐ Other: (list below)

## **2. Statement of Financial Resources**

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2001 grants)</b>		
a) Public Housing Operating Fund	312,825	
b) Public Housing Capital Fund	700,051	
b) HOPE VI Revitalization	0	
c) HOPE VI Demolition	0	
d) Annual Contributions for Section 8 Tenant-Based Assistance	8,474,115	
e) Public Housing Drug Elimination Program (including any Technical Assistance funds)	121,030	
f) Resident Opportunity and Self-Sufficiency Grants	33,000	
g) Community Development Block Grant	0	
h) HOME	0	
Other Federal Grants (list below)	0	
HOPWA	0	

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
Mainstream Vouchers	319,800	Housing assistance
Shelter Plus Care	0	
Welfare to Work	1,307,618	Housing assistance
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
PHDEP 1999	79,500	Security
PHDEP 2000	102,357	
Capital Fund 1998	26,466	
Capital Fund 1999	686,195	
Capital Fund 2000	499,826	
<b>3. Public Housing Dwelling Rental Income</b>		
	1,134,378	Operations
<b>4. Other income (list below)</b>		
Excess utilities	1,374	Operations
Interest	11,799	Operations
Maintenance, late fees	62,588	Operations
<b>4. Non-federal sources (list below)</b>		
<b>Local bond projects</b>	424,681	Local fund development activities
State HOPWA	37,431	AIDS housing
<b>Total resources</b>	<b>14,335,034</b>	

### **3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.7 9 (c)]

#### **A. Public Housing**

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

#### **(1) Eligibility**

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- ☐ When families are within a certain number of being offered a unit: (state number)
- ☐ When families are within a certain time of being offered a unit: (state time)
- ☒ Other: (describe)  
When families near the top of the waiting list

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- ☒ Criminal or Drug-related activity
- ☒ Rental history
- ☒ Housekeeping
- ☐ Other (describe)

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

## **(2)Waiting List Organization**

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- ☒ Community-wide list
- ☐ Sub-jurisdictional lists
- ☐ Site-based waiting lists
- ☐ Other (describe)

b. Where may interested persons apply for admission to public housing?

- ☒ PHA main administrative office
- ☐ PHA development site management office
- ☒ Other (list below)

1752 Iowa Street  
Bellingham, Washington

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?
2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?  
If yes, how many lists?
3. ☐ Yes ☐ No: May families be on more than one list simultaneously  
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
  - ☐ PHA main administrative office
  - ☐ All PHA development management offices
  - ☐ Management offices at developments with site-based waiting lists
  - ☐ At the development to which they would like to apply
  - ☐ Other (list below)

### **(3) Assignment**

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
  - ☐ One
  - ☐ Two
  - ☒ Three or More
- b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

### **(4) Admissions Preferences**

- a. Income targeting:
  - ☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
- b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- ☒ Emergencies
- ☒ Overhoused
- ☒ Underhoused
- ☒ Medical justification
- ☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
- ☐ Resident choice: (state circumstances below)
- ☐ Other: (list below)

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other preference(s) (list below)

Thirty (30) families who have either completed, or who are participants in good standing of, a transitional housing program. Applicants in this category must be referred in writing by a transitional housing program

The term “transitional housing” means housing, the purpose of which is to facilitate the movement of homeless individuals and families to permanent housing.

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

## 2 Date and Time

Former Federal preferences:

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)  
Victims of domestic violence in transitional housing  
Substandard housing  
Homelessness in transitional housing  
High rent burden

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability  
☐ Veterans and veterans’ families  
☐ Residents who live and/or work in the jurisdiction  
☐ Those enrolled currently in educational, training, or upward mobility programs  
☐ Households that contribute to meeting income goals (broad range of incomes)  
☐ Households that contribute to meeting income requirements (targeting)  
☐ Those previously enrolled in educational, training, or upward mobility programs  
☐ Victims of reprisals or hate crimes  
1 Other preference(s) (list below)

Thirty (30) families who have either completed, or who are participants in good standing of, a transitional housing program. Applicants in this category must be referred in writing by a transitional housing program

The term “transitional housing” means housing, the purpose of which is to facilitate the movement of homeless individuals and families to permanent housing.

4. Relationship of preferences to income targeting requirements:

- ☐ The PHA applies preferences within income tiers

- ☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

**(5) Occupancy**

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- ☒ The PHA-resident lease  
☒ The PHA's Admissions and (Continued) Occupancy policy  
☒ PHA briefing seminars or written materials  
☐ Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- ☐ At an annual reexamination and lease renewal  
☒ Any time family composition changes  
☐ At family request for revision  
☐ Other (list)

**(6) Deconcentration and Income Mixing** *See Attachment K in accordance with 2001-4*

a. ☐ Yes ☐ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. ☐ Yes ☐ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- ☐ Adoption of site-based waiting lists  
If selected, list targeted developments below:
- ☐ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments  
If selected, list targeted developments below:

☐ Employing new admission preferences at targeted developments  
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☐ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- ☐ Additional affirmative marketing  
☐ Actions to improve the marketability of certain developments  
☐ Adoption or adjustment of ceiling rents for certain developments  
☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing  
☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- ☐ Not applicable: results of analysis did not indicate a need for such efforts  
☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- ☐ Not applicable: results of analysis did not indicate a need for such efforts  
☐ List (any applicable) developments below:

## B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

### (1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- ☒ Criminal or drug-related activity only to the extent required by law or regulation  
☐ Criminal and drug-related activity, more extensively than required by law or regulation

- ☐ More general screening than criminal and drug-related activity (list factors below)
- ☐ Other (list below)

- b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- ☐ Criminal or drug-related activity as required by law
- ☒ Other (describe below)

Previous and current landlord and addresses if known

## **(2) Waiting List Organization**

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
- ☒ None
- ☐ Federal public housing
- ☐ Federal moderate rehabilitation
- ☐ Federal project-based certificate program
- ☐ Other federal or local program (list below)
- b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
- ☒ PHA main administrative office
- ☐ Other (list below)

## **(3) Search Time**

- a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. An Extension Request form and a form for recording search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time.

Upon submittal of a completed Request for Tenancy Approval, the Bellingham Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

#### **(4) Admissions Preferences**

a. Income targeting

☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- ☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other preference(s) (list below)

1. Ten (10) individuals or families displaced by government action or whose dwelling has been extensively damaged or deemed uninhabitable or destroyed as a result of a disaster declared by the County Executive or otherwise formally recognized pursuant to Federal disaster relief laws.
2. Ten (10) families who are either current residents of the Bellingham Housing Authority Public Housing Program who are inappropriately housed or who are on the Public Housing waiting list and for whom the Bellingham Housing Authority has no appropriate housing.
3. Twenty-five (25) families who have either completed or who are participants in good standing of a transitional housing program. Applicants in this category must be verified in writing by a transitional housing program.

The term "transitional housing" means housing, the purpose of which is to facilitate the movement of homeless individuals and families to permanent housing.

4. Fifteen (15) families who have been displaced by domestic violence. An applicant is involuntarily displaced if:
  - a. The applicant has vacated a housing unit because of domestic violence; or
  - b. The applicant lives in a housing unit with a person who engages in domestic violence.

Domestic violence means actual or threatened physical violence or verbal and mental abuse directed against one or more members of the applicant family by a spouse or other member of the applicant's household.

To qualify as involuntarily displaced because of domestic violence:

- a. The housing authority shall determine that the domestic violence occurred recently or is of a continuing nature; and
- b. The applicant shall certify that the person who engaged in such violence will not reside with the applicant family unless the Housing Authority has given advance written approval. If the family is admitted, the Housing Authority may deny or terminate assistance to the family for breach of this certification.

Types of applicants with preferences over "Other Singles." Families with one or two members who are elderly, disabled and displaced will be given a preference over all "Other Single" applicants regardless of preference status.

"Other Singles" denotes a one-person household in which the individual member is not elderly, disabled or displaced by government action. Such applicants will be placed on the waiting list in accordance with their date and time of application and other local preferences but cannot be selected for admission before any elderly family, disabled family or displaced single regardless of any preferences.

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

## 5 Date and Time

Former Federal preferences

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)  
Victims of domestic violence  
Substandard housing  
Homelessness  
High rent burden

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other preference(s) (list below)

1. Ten (10) individuals or families displaced by government action or whose dwelling has been extensively damaged or deemed uninhabitable or destroyed as a result of a disaster declared by the County Executive or otherwise formally recognized pursuant to Federal disaster relief laws.
2. Ten (10) families who are either current residents of the Bellingham Housing Authority Public Housing Program who are inappropriately housed or who are on the Public Housing waiting list and for whom the Bellingham Housing Authority has no appropriate housing.
3. Twenty-five (25) families who have either completed or who are participants in good standing of a transitional housing program. Applicants in this category must be verified in writing by a transitional housing program.

The term "transitional housing" means housing, the purpose of which is to facilitate the movement of homeless individuals and families to permanent housing.

4. Fifteen (15) families who have been displaced by domestic violence. An applicant is involuntarily displaced if:
  - a. The applicant has vacated a housing unit because of domestic violence; or

- b. The applicant lives in a housing unit with a person who engages in domestic violence.

Domestic violence means actual or threatened physical violence or verbal and mental abuse directed against one or more members of the applicant family by a spouse or other member of the applicant's household.

To qualify as involuntarily displaced because of domestic violence:

- c. The housing authority shall determine that the domestic violence occurred recently or is of a continuing nature; and
- d. The applicant shall certify that the person who engaged in such violence will not reside with the applicant family unless the Housing Authority has given advance written approval. If the family is admitted, the Housing Authority may deny or terminate assistance to the family for breach of this certification.

Types of applicants with preferences over "Other Singles." Families with one or two members who are elderly, disabled and displaced will be given a preference over all "Other Single" applicants regardless of preference status.

"Other Singles" denotes a one-person household in which the individual member is not elderly, disabled or displaced by government action. Such applicants will be placed on the waiting list in accordance with their date and time of application and other local preferences but cannot be selected for admission before any elderly family, disabled family or displaced single regardless of any preferences.

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- ☒ Date and time of application
- ☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

- ☐ This preference has previously been reviewed and approved by HUD
- ☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- ☐ The PHA applies preferences within income tiers
- ☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

#### **(5) Special Purpose Section 8 Assistance Programs**

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- ☒ The Section 8 Administrative Plan
- ☒ Briefing sessions and written materials
- ☐ Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- ☒ Through published notices
- ☐ Other (list below)

### **4. PHA Rent Determination Policies**

[24 CFR Part 903.7 9 (d)]

#### **A. Public Housing**

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

#### **(1) Income Based Rent Policies**

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- ☒ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- ☐ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0  
☐ \$1-\$25  
☒ \$26-\$50

2. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. ☐ Yes ☒ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

- ☐ For the earned income of a previously unemployed household member  
☐ For increases in earned income  
☐ Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

- ☐ Fixed percentage (other than general rent-setting policy)  
If yes, state percentage/s and circumstances below:

- ☐ For household heads  
☐ For other family members  
☐ For transportation expenses  
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families  
☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income)  
(select one)

- ☐ Yes for all developments  
☐ Yes but only for some developments  
☒ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- ☐ For all developments  
☐ For all general occupancy developments (not elderly or disabled or elderly only)  
☐ For specified general occupancy developments  
☐ For certain parts of developments; e.g., the high-rise portion  
☐ For certain size units; e.g., larger bedroom sizes  
☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- ☐ Market comparability study  
☐ Fair market rents (FMR)  
☐ 95<sup>th</sup> percentile rents  
☐ 75 percent of operating costs  
☐ 100 percent of operating costs for general occupancy (family) developments  
☐ Operating costs plus debt service  
☐ The "rental value" of the unit  
☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- ☐ Never  
☐ At family option  
☐ Any time the family experiences an income increase

- ☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)\_\_\_\_\_
- ☒ Other (list below)  
Any time there is a change

g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

## **(2) Flat Rents**

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- ☐ The section 8 rent reasonableness study of comparable housing
- ☐ Survey of rents listed in local newspaper
- ☐ Survey of similar unassisted units in the neighborhood
- ☒ Other (list/describe below)

The BHA has consulted with local private sector management companies and finds no significant changes in the market.

## **B. Section 8 Tenant-Based Assistance**

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

### **(1) Payment Standards**

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- ☐ At or above 90% but below 100% of FMR
- ☒ 100% of FMR
- ☐ Above 100% but at or below 110% of FMR
- ☐ Above 110% of FMR (if HUD approved; describe circumstances below)

- b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)
- ☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
  - ☐ The PHA has chosen to serve additional families by lowering the payment standard
  - ☐ Reflects market or submarket
  - ☐ Other (list below)
- c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)
- ☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
  - ☐ Reflects market or submarket
  - ☐ To increase housing options for families
  - ☐ Other (list below)
- d. How often are payment standards reevaluated for adequacy? (select one)
- ☒ Annually
  - ☐ Other (list below)
- e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)
- ☒ Success rates of assisted families
  - ☒ Rent burdens of assisted families
  - ☐ Other (list below)

## **(2) Minimum Rent**

- a. What amount best reflects the PHA's minimum rent? (select one)
- ☐ \$0
  - ☐ \$1-\$25
  - ☒ \$26-\$50
- b. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

## **5. Operations and Management**

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

### A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- ☐ An organization chart showing the PHA's management structure and organization is attached.
- ☐ A brief description of the management structure and organization of the PHA follows:

### B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing		
Section 8 Vouchers		
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Welfare to Work		
Mainstream		
Other Federal Programs(list individually)		
Shelter Plus Care		

### C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

## **6. PHA Grievance Procedures**

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

### **A. Public Housing**

1. ☐ Yes ☐ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
- ☐ PHA main administrative office
  - ☐ PHA development management offices
  - ☐ Other (list below)

### **B. Section 8 Tenant-Based Assistance**

1. ☐ Yes ☐ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
- ☐ PHA main administrative office
  - ☐ Other (list below)

## **7. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

## A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

### **(1) Capital Fund Program Annual Statement**

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

☒ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name) wa025b03

-or-

☐ The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

### **(2) Optional 5-Year Action Plan**

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. ☒ Yes ☐ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

☒ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name) wa025c03

-or-

☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

## B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- ☐ Yes ☒ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
  - ☐ Revitalization Plan under development
  - ☐ Revitalization Plan submitted, pending approval
  - ☐ Revitalization Plan approved
  - ☐ Activities pursuant to an approved Revitalization Plan underway

- ☐ Yes ☒ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?  
If yes, list development name/s below:

- ☐ Yes ☒ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?  
If yes, list developments or activities below:

- ☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?  
If yes, list developments or activities below:

## **8. Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☒ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

### **2. Activity Description**

- ☐ Yes ☐ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	
1b. Development (project) number:	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input type="checkbox"/>	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>	
5. Number of units affected:	
6. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity:	
b. Projected end date of activity:	

## **9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities**

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

☐ Yes ☒ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: Washington Square
1b. Development (project) number: 25-2
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(09/30/02)</u>
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 97
7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Designation of Public Housing Activity Description
1a. Development name: Chuckanut Square
1b. Development (project) number: 25-3
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(9/30/02)</u>
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
7. Number of units affected: 101

7. Coverage of action (select one)

☐ Part of the development

☒ Total development

### Designation of Public Housing Activity Description

1a. Development name: Lincoln Square

1b. Development (project) number: 25-1

2. Designation type:

Occupancy by only the elderly ☒

Occupancy by families with disabilities ☐

Occupancy by only elderly families and families with disabilities ☐

3. Application status (select one)

Approved; included in the PHA's Designation Plan ☐

Submitted, pending approval ☐

Planned application ☒

4. Date this designation approved, submitted, or planned for submission: (09/30/02)

5. If approved, will this designation constitute a (select one)

☒ New Designation Plan

☐ Revision of a previously-approved Designation Plan?

8. Number of units affected: 198

7. Coverage of action (select one)

☐ Part of the development

☒ Total development

## 10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

### A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. ☐ Yes ☒ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

☐ Yes ☐ No:

Has the PHA provided all required activity description information for this component in the **optional** Public Housing

Asset Management Table? If “yes”, skip to component 11. If “No”, complete the Activity Description table below.

<b>Conversion of Public Housing Activity Description</b>
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: ) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: ) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

**B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937**

**C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937**

## **11. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 9 (k)]

### **A. Public Housing**

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☐ Yes ☒ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

## B. Section 8 Tenant Based Assistance

1. ☒ Yes ☐ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to component 12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

### 2. Program Description:

#### a. Size of Program

- ☐ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- ☐ 25 or fewer participants  
☐ 26 - 50 participants  
☐ 51 to 100 participants  
☐ more than 100 participants

#### b. PHA-established eligibility criteria

- ☐ Yes ☐ No: Will the PHA’s program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

## **12. PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

### A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

- ☐ Yes ☐ No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 04/28/99

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- ☐ Client referrals  
☐ Information sharing regarding mutual clients (for rent determinations and otherwise)  
☐ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families  
☐ Jointly administer programs  
☐ Partner to administer a HUD Welfare-to-Work voucher program  
☐ Joint administration of other demonstration program  
☐ Other (describe)

**B. Services and programs offered to residents and participants**

**(1) General**

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- ☐ Public housing rent determination policies  
☐ Public housing admissions policies  
☐ Section 8 admissions policies  
☐ Preference in admission to section 8 for certain public housing families  
☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA  
☐ Preference/eligibility for public housing homeownership option participation  
☐ Preference/eligibility for section 8 homeownership option participation  
☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

- ☐ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-

sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use. )

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)

**(2) Family Self Sufficiency program/s**

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2001 Estimate)	Actual Number of Participants (As of: 05/17/00)
Public Housing		
Section 8		

- b. ☒ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?  
If no, list steps the PHA will take below:

### **C. Welfare Benefit Reductions**

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- ☐ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
  - ☐ Informing residents of new policy on admission and reexamination
  - ☐ Actively notifying residents of new policy at times in addition to admission and reexamination.
  - ☐ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
  - ☐ Establishing a protocol for exchange of information with all appropriate TANF agencies
  - ☐ Other: (list below)

<b>D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937</b>
--

### **13. PHA Safety and Crime Prevention Measures**

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

#### **A. Need for measures to ensure the safety of public housing residents**

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)
- ☐ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
  - ☐ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
  - ☐ Residents fearful for their safety and/or the safety of their children
  - ☐ Observed lower-level crime, vandalism and/or graffiti
  - ☐ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
  - ☐ Other (describe below)
2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- ☐ Safety and security survey of residents
- ☐ Analysis of crime statistics over time for crimes committed “in and around” public housing authority
- ☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
- ☐ Resident reports
- ☐ PHA employee reports
- ☐ Police reports
- ☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- ☐ Other (describe below)

3. Which developments are most affected? (list below)

Texas Meadows 25-6, Falls Park 25-5, Hillside Homes 25-7

**B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year**

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- ☐ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- ☐ Crime Prevention Through Environmental Design
- ☐ Activities targeted to at-risk youth, adults, or seniors
- ☐ Volunteer Resident Patrol/Block Watchers Program
- ☐ Other (describe below)

2. Which developments are most affected? (list below)

Texas Meadows 25-6, Falls Park 25-5, Hillside Homes 25-7

**C. Coordination between PHA and the police**

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- ☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- ☐ Police provide crime data to housing authority staff for analysis and action

- ☐ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
  - ☐ Police regularly testify in and otherwise support eviction cases
  - ☐ Police regularly meet with the PHA management and residents
  - ☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
  - ☐ Other activities (list below)
2. Which developments are most affected? (list below)

#### **D. Additional information as required by PHDEP/PHDEP Plan**

PHAs eligible for FY 2001 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- ☒ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- ☒ Yes ☐ No: Has the PHA included the PHDEP Plan for FY 2001 in this PHA Plan?
- ☒ Yes ☐ No: This PHDEP Plan is an Attachment. (Attachment Filename: wa025d03)

### **14. RESERVED FOR PET POLICY**

[24 CFR Part 903.7 9 (n)]

### **15. Civil Rights Certifications**

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

### **16. Fiscal Audit**

[24 CFR Part 903.7 9 (p)]

- 1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?  
(If no, skip to component 17.)
- 2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
- 3. ☒ Yes ☐ No: Were there any findings as the result of that audit?
- 4. ☐ Yes ☒ No: If there were any findings, do any remain unresolved?  
If yes, how many unresolved findings remain? \_\_\_\_\_
- 5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?  
If not, when are they due (state below)?

## **17. PHA Asset Management**

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. ☐ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
  - ☐ Not applicable
  - ☐ Private management
  - ☐ Development-based accounting
  - ☐ Comprehensive stock assessment
  - ☐ Other: (list below)
3. ☐ Yes ☒ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

## **18. Other Information**

[24 CFR Part 903.7 9 (r)]

### **A. Resident Advisory Board Recommendations**

1. ☐ Yes ☒ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
  - ☐ Attached at Attachment (File name)
  - ☐ Provided below:
3. In what manner did the PHA address those comments? (select all that apply)
  - ☐ Considered comments, but determined that no changes to the PHA Plan were necessary.
  - ☐ The PHA changed portions of the PHA Plan in response to comments  
List changes below:

☐ Other: (list below)

## **B. Description of Election process for Residents on the PHA Board**

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. ☐ Yes ☒ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

### **3. Description of Resident Election Process**

#### **a. Nomination of candidates for place on the ballot: (select all that apply)**

- ☐ Candidates were nominated by resident and assisted family organizations
- ☐ Candidates could be nominated by any adult recipient of PHA assistance
- ☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
- ☐ Other: (describe)

#### **b. Eligible candidates: (select one)**

- ☐ Any recipient of PHA assistance
- ☐ Any head of household receiving PHA assistance
- ☐ Any adult recipient of PHA assistance
- ☐ Any adult member of a resident or assisted family organization
- ☐ Other (list)

#### **c. Eligible voters: (select all that apply)**

- ☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- ☐ Representatives of all PHA resident and assisted family organizations
- ☐ Other (list)

## **C. Statement of Consistency with the Consolidated Plan**

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: City of Bellingham and State of Washington

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- ☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- ☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- ☐ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- ☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
  - ❖ Continued preservation of low income housing by quality management, maintenance, and rehabilitation.
  - ❖ Continued commitment to apply for additional low income housing assistance as it becomes available.
  - ❖ Preference offered for those in the Transitional Housing Program
  - ❖ Fostering of supportive services to public housing residents
- ☐ Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

The Consolidated Plan of the City of Bellingham commits the City to

- ❖ Fund acquisition of land to be utilized by other entities for the provision of low income rental housing (e.g., Housing Authority's Low Income Tax Credit Programs.)
- ❖ Provide local matching funds for other entities to acquire state funds from the Housing Finance Commission, Housing Trust Fund, or private financing services.

The Consolidated Plan of the State of Washington commits the State to providing:

- ❖ General purpose grants for housing, economic development, community facilities, public facilities, and comprehensive projects.
- ❖ Planning grants for conducting community assessments and work plans.
- ❖ Housing Enhancement Grants which provide flexible companion funding for competitive applications to the Washington State Housing Trust Fund.

#### **D. Other Information Required by HUD**

Use this section to provide any additional information requested by HUD.

## **Attachments**

Use this section to provide any additional attachments referenced in the Plans.



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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy Policy defines the Bellingham Housing Authority/Whatcom County Housing Authority's (BHA/WCHA) policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

It is the policy of the BHA/WCHA to fully comply with all Federal, State and local nondiscrimination laws, the Americans with Disabilities Act, and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The BHA/WCHA shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the BHA/WCHA's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the BHA/WCHA will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the BHA/WCHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The BHA/WCHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The BHA/WCHA will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the BHA/WCHA housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for persons with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people

can request accommodations and the guidelines the BHA/WCHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the BHA/WCHA will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION**

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose, the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the BHA/WCHA will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the BHA/WCHA will obtain documentation that the requested accommodation is needed due to the disability. The BHA/WCHA will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The BHA/WCHA's business is housing. If the request would alter the

fundamental business that the BHA/WCHA conducts, that would not be reasonable. For instance, the BHA/WCHA would deny a request to have the BHA/WCHA do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the BHA/WCHA may request a meeting with the individual to investigate and consider equally effective alternatives.

- D. Generally, the individual knows best what it is they need; however, the BHA/WCHA retains the right to be shown how the requested accommodation enables the individual to access or use the BHA/WCHA's programs or services.

If more than one accommodation is equally effective in providing access to the BHA/WCHA's programs and services, the BHA/WCHA retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the BHA/WCHA if there is no one else willing to pay for the modifications. If another party pays for the modification, the BHA/WCHA will seek to have the same entity pay for any restoration costs.

If the tenant requests, as a reasonable accommodation, that they be permitted to make physical modifications at their own expense, the BHA/WCHA will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The BHA/WCHA will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. Current staff resources permit assistance to non-English speaking families in Spanish and Russian and will consider providing translation of housing authority documents into Spanish and Russian upon request by an applicant or tenant.

In determining whether it is feasible to translate documents into other languages, the BHA/WCHA will consider the following factors:

Estimated cost to the BHA/WCHA per client of translation of English written documents into other languages.

Evaluation of the need for translation by the bi-lingual staff and by agencies that work with the non-English speaking clients.

The availability of local organizations to provide translation services to non-English speaking families.

## **4.0 FAMILY OUTREACH**

The BHA/WCHA will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the BHA/WCHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The BHA/WCHA will also try to utilize public service announcements.

The BHA/WCHA will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

## **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

## **6.0 REQUIRED POSTINGS**

In each of its offices, the BHA/WCHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Current Schedule of Routine Maintenance Charges
- F. Dwelling Lease
- G. Grievance Procedure
- H. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current BHA/WCHA Notices

## **7.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

208 Unity Street, Lower Level, Bellingham, Washington, or ,

1752 Iowa Street, Bellingham, Washington

Applications are taken to compile a waiting list. Due to the demand for housing in the BHA/WCHA jurisdiction, the BHA/WCHA may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the BHA/WCHA will verify the information.

Applications may be made during regular business hours. Applications will be mailed to interested families upon request.

The completed application will be dated and time-stamped upon its return to the BHA/WCHA.

Persons with disabilities who require a reasonable accommodation in completing an application may call the BHA/WCHA to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (360) 676-2140.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the BHA/WCHA will make a preliminary determination of eligibility. The BHA/WCHA will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the BHA/WCHA determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may, at any time, report changes in his or her applicant status, including changes in family composition, income, or preference factors. The BHA/WCHA will annotate the applicant's file and will update his or her place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The BHA/WCHA will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are five eligibility requirements for admission to public housing: (1) qualifies as a family, (2) has an income within the income limits, (3) meets citizenship/eligible immigrant criteria, (4) provides documentation of Social Security numbers, and (5) signs consent authorization documents. In addition to the eligibility criteria, families must also meet the BHA/WCHA screening criteria in order to be admitted to public housing.

## 8.2 **ELIGIBILITY CRITERIA**

### A. Family Status

1. **Eligible Alien.** An alien who is a resident of the United States and who meets at least one (1) of the criteria as defined in 24 CFR 812.2.
2. **Eligible Family.** A Family whose annual income meets the income limits of extremely-low, very-low, and low income as defined as below 30%, between 30% and 50%, and between 50% and 80% of area median income as defined by the Department of Housing and Urban Development.
3. **Family.** A Family can consist of any of the following:
  - a. Single persons, with no children, who are pregnant as verified by a licensed physician.
    - 1) If the pregnancy is terminated prior to admission, the applicant is no longer considered a Family.
    - 2) If the pregnancy is terminated after admission, the single person would still be eligible as the remaining member of a tenant family.
  - b. Single persons, with no children, who are in the process of obtaining legal custody of a person under eighteen (18) years of age.
    - 1) There must be reasonable likelihood of the success of obtaining custody at the time of an offer of housing. If there is not a “reasonable likelihood” of success, but the applicant is still attempting to obtain custody, the applicant would not be housed, but could maintain the position on the waiting list until such time as custody is either secured or denied.
    - 2) If custody is denied after admission, the single person would still be eligible as the remaining member of a tenant family.
  - c. A single person who otherwise qualified, provided that the HUD Field Office Director has authorized such admissions due to excessive vacancies and a shortage of applicants, other than single persons.

- d. A single person displaced by government action or as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.
- e. A single person who is the remaining member of a tenant family.
- f. An Elderly Family as defined in this section.
- g. Two (2) or more persons related by blood, marriage, or operation of law, with the following clarifications:
  - 1) At least one family member must be a dependent child under the age of 18.
  - 2) There can also be other unrelated persons living in the household, such as foster children, if it is determined that the unit will not be overcrowded.
  - 3) Persons residing with a Family to permit the employment of a sole wage-earner, or solely because the person is essential to the care of a family member, shall not be considered a family member when determining eligibility at admission or for continued occupancy.
  - 4) Children are considered family members if they either currently reside, or it can be reasonably anticipated that they will reside, with the Family.
  - 5) The temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size.
- 4. **Full-time Student.** A person who is enrolled in a certified educational institution and is considered a full-time student under the standards and practices of the institution attended.
- 5. **Handicapped Assistance Expenses.** Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family Member and that are necessary to enable a Family Member
- 6. **Handicapped Person.** A person having physical or mental impairment (1) which is expected to be of long-continued and indefinite duration; (2)

which substantially impedes that person's ability to live independently, and (3) which is of such nature that the ability to live independently would be substantially improved by more suitable housing conditions such as those provided by the Program.

7. **Head of Family.** That member of the Family who is actually looked to, and held accountable for, the Family's needs and who is at least 18 years of age.
8. **Homeless.** Lacking a fixed, regular, adequate nighttime residence OR have a primary nighttime residence that is a supervised public/private shelter providing temporary accommodations, or an institution providing temporary residence for individuals intended to be institutionalized, or a public/private place not ordinarily used as a sleeping accommodation. Does not include any individual imprisoned or detained pursuant to State law or an act of Congress.

B. Income eligibility

1. Income limits apply only at admission and are not applicable for continued occupancy.
2. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the BHA/WCHA.
3. If the BHA/WCHA acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
4. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

1. To be eligible, each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member

of the family residing in the unit is determined to have eligible status, with the exception noted below.

- b.** Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule).
- c.** A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

**D. Social Security Number Documentation**

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

**E. Signing Consent Forms**

- 1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
- 2. The consent form must contain, at a minimum, the following:
  - a.** A provision authorizing HUD or the BHA/WCHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b.** A provision authorizing HUD or the BHA/WCHA to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c.** A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d.** A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### 8.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The BHA/WCHA will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, BHA/WCHA employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The BHA/WCHA will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity, including drug-related criminal activity, that, if repeated, would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
  - 4. History of disturbing neighbors or destruction of property;
  - 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  - 6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The BHA/WCHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The BHA/WCHA will verify the information provided. Such verification may include but may not be limited to the following:
  - 1. A credit check of the head, spouse and co-head;

2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the BHA/WCHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

#### **8.4 GROUNDS FOR DENIAL**

The BHA/WCHA is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, any other criminal activity, including drug-related criminal activity, and any other criminal activity by a household member, including physical violence against persons or property or drug or alcohol related activity, that, if repeated, would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The BHA/WCHA may waive this requirement if:
  - 1. The person demonstrates to the BHA/WCHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program;
- M. Have engaged in or threatened abusive, violent or threatening behavior towards any BHA/WCHA staff member or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;

- P. Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. Denied for Life: Has a lifetime registration under a State sex offender registration program.

## **8.5 INFORMAL REVIEW**

- A. If the BHA/WCHA determines that an applicant does not meet the criteria for receiving public housing assistance, the BHA/WCHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial pursuant to the Grievance Policy set forth in Section 24 herein.
- B. The participant family may request that the BHA/WCHA provide for an Informal Hearing, pursuant to the Grievance Policy set forth in Section 24 herein after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision. For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision, and not the 10 day timeline contained in the Grievance Policy

## **9.0 MANAGING THE WAITING LIST**

### **9.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

## **9.2 ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the BHA/WCHA and the applicant will be documented in the applicant file.

## **9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family nears the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The BHA/WCHA must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

## **9.4 PURGING THE WAITING LIST**

The BHA/WCHA will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the BHA/WCHA has current information, i.e. applicant's address, family composition, income category, and preferences.

## **9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The BHA/WCHA will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;

- B. The applicant fails to respond within seven (7) calendar days to a written request for information or a request to declare his or her continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program; or
- D. The applicant fails to update his or her address and correspondence is returned by the post office to BHA.

#### **9.6 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the BHA/WCHA will be sent a notice of termination of the process for eligibility.

The BHA/WCHA will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the BHA/WCHA will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **9.7 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the BHA/WCHA, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review, which is not a grievance and is not subject to the requirements of the Grievance Policy, pursuant to the informal review procedure set forth in Section 24.0 herein and thereafter file a grievance pursuant to the Grievance Policy in Section 24.0, herein.. The letter will also indicate that his or her name will be removed from the waiting list if he or she fails to respond within the timeframe specified. The BHA/WCHA system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that his or her failure to respond to a request for information or updates was caused by a disability, the BHA/WCHA will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

## 10.1 PREFERENCES

- A. The BHA/WCHA will select families based on the following preferences within each bedroom size category based on the BHA and/or the WCHA local housing needs and priorities:

1. Applicants who qualify for a local preference are limited annually to the number indicated in each category of those applicants assisted during a fiscal year. Applicants meeting these criteria shall be assisted in the following order:
  - a. Thirty (30) families who have either completed, or who are participants in good standing of, a transitional housing program. Applicants in this category must be referred in writing by a transitional housing program

The term “transitional housing” means housing, the purpose of which is to facilitate the movement of homeless individuals and families to permanent housing.

2. All other applicants

All preferences are weighted equally. All preferences are weighted equally. The date and time of application will be noted and utilized to determine the sequence within the above-prescribed preferences.

Notwithstanding the above, families who are elderly or disabled will be offered housing before other single persons.

- B. **Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.
- C. **Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

## 10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	2
1	1	3
2	2	5
3	3	7
4	4	At BHA/WCHA discretion

The BHA/WCHA does not determine who shall share a bedroom/sleeping room, but there must be at least one person per bedroom. The BHA/WCHA's *Occupancy Guideline standards* for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person 18 years or older or an emancipated minor.

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be assigned that use these principles:

- A. Generally, the housing authority will assign one bedroom to two people within these guidelines.
- B. Adults of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.
- C. Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 6).
- D. Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.

- E. Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
- F. Space may be provided for a child who is away at school but who lives with the family during school recesses.
- G. Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

Exceptions to normal bedroom size standards:

The BHA/WCHA will grant exceptions from the guidelines in cases where it is the family's request or the BHA/WCHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until their family composition changes.

At the BHA/WCHA's discretion the family may be offered a unit smaller than the preferred unit size, based on the BHA/WCHA's occupancy standards, if in doing so the family has an opportunity to be housed earlier or live in a preferred project.

The BHA/WCHA may offer a family a unit that is larger than required by the BHA/WCHA's occupancy standards, if the waiting list is short of families large enough to fill the vacancy, or the BHA/WCHA determines that the common area for the project is insufficient for accommodating any additional large families.

In all cases, where the family requests an exception to the general occupancy standards, the BHA/WCHA will evaluate the relationship and ages of all family members and the overall size of the unit.

The family may request to be placed on a larger bedroom size waiting list than indicated by the BHA/WCHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size and must be verified by the BHA/WCHA before the family is placed on the larger bedroom size list. The BHA/WCHA will consider these requests:

#### **Person with Disability**

The BHA/WCHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in Section 2, Accommodations Policy.

### **Other Circumstances**

Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a licensed physician.

Requests based on health-related reasons must be verified by a licensed physician.

The BHA/WCHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

All members of the family residing in the unit must be approved by the BHA/WCHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the BHA/WCHA within ten (10) calendar days.

To avoid vacancies, the BHA/WCHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement is a provision of the lease.

### ***10.3 SELECTION FROM THE WAITING LIST***

The BHA/WCHA shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met BHA/WCHA shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, BHA/WCHA will skip higher income families on the waiting list to reach extremely low-income families.

If admissions of extremely low-income families to the BHA/WCHA voucher program during a fiscal year exceed the seventy-five percent (75%) minimum targeting requirement for the BHA/WCHA's voucher programs, such excess shall be credited (subject to the limitations in this paragraph) against the BHA/WCHA's basic targeting requirements for the same fiscal year.

The fiscal year credit for voucher program admissions that exceeds the minimum voucher program targeting requirement shall not exceed the lower of:

- A. Ten percent (10%) of public housing waiting list admissions during the BHA/WCHA fiscal year;
- B. Ten percent (10%) of waiting list admissions to the BHA/WCHA's Section 8 tenant-based assistance program during the BHA/WCHA fiscal year; or
- C. The number of qualifying low income families who commence occupancy during the fiscal year of BHA/WCHA public housing units located in census tracts with a poverty rate of 30 % or more. For this purpose, qualifying low income family means a low-income family other than an extremely low-income family.

If there are not enough extremely low-income families on the waiting list BHA/WCHA will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

#### **10.4 DECONCENTRATION POLICY**

It is BHA/WCHA's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, BHA/WCHA will skip families on the waiting list to reach other families with a lower or higher income. BHA/WCHA will accomplish this in a uniform and non-discriminating manner.

The BHA/WCHA will affirmatively market its housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, BHA/WCHA will analyze the income levels of families residing in each of its developments, the income levels of census tracts in which its developments are located, and the income levels of the families on the waiting list. Based on this analysis, BHA/WCHA will determine the level of marketing strategies and deconcentration incentives to implement.

#### **10.5 DECONCENTRATION INCENTIVES**

The BHA/WCHA may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

#### **10.6 OFFER OF A UNIT**

The BHA/WCHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

Under this plan the first qualified applicant in sequence on the waiting list will be made an offer of a unit of the appropriate size. The applicant will have the opportunity to make two refusals. If, on the third offer, the applicant rejects the offer, his or her name will be removed from the waiting list and he or she would have to re-apply.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The BHA/WCHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable.

For the offer of accessible units, the following principles shall apply:

The BHA/WCHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the BHA/WCHA will offer such units:

- A. First, to a current occupant of another unit of the same development, or other public housing developments under the BHA/WCHA's control, who has a disability that requires the special features of the vacant unit.
- B. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the BHA/WCHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

## ***10.7 REJECTION OF UNIT***

If in making the offer to the family the BHA/WCHA skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized. If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

If the BHA/WCHA did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the third and final offer, BHA/WCHA will remove the applicant's name from the waiting list. Removal from the waiting list means the applicant must reapply.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

## **10.8 ACCEPTANCE OF UNIT**

The family will be required to sign a lease that will become effective no later than three (3) calendar days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the Grievance Policy, utility allowances, utility charges, the current schedule of routine maintenance charges, and a Request for Reasonable Accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with BHA/WCHA personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the BHA/WCHA will retain the original executed lease in the tenant's file. A copy of the Grievance Policy will be attached to the resident's copy of the lease.

New tenants must pay a security deposit to the BHA/WCHA at the time of admission.

The family or person will pay a security deposit of \$375.00 for a family unit and \$225 for an elderly unit.

In exceptional situations the BHA/WCHS reserves the right to allow a new resident to pay their security deposit in up to three (3) payments: one-third paid in advance, one-third paid with their second month's rent, and one-third with their third month's rent payment. This shall be at the sole discretion of the BHA/WCHA and on a case by case basis.

The amount of the security and/or pet deposit required is specified in the lease, this policy or the applicable procedures as adopted by the BHA/WCHA.

The BHA/WCHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to the satisfaction of the BHA/WCHA. However, no less than one-half of the required deposit must be paid before occupancy.

The BHA/WCHA will hold the security deposit for the period the tenant occupies the unit.

The BHA/WCHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

- A. Unpaid Rent;
- B. Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear;
- C. Other charges under the Lease.

The BHA/WCHA will refund the Security Deposit, less any amounts owed, within 30 days after move out and tenant's notification of new address.

The BHA/WCHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The BHA/WCHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The BHA/WCHA will provide the tenant or designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security or pet deposits, the BHA/WCHA will provide a meeting to discuss the charges, which is not a grievance and is not subject to the requirements of the Grievance Policy., or, upon the tenant's timely request, an informal hearing, pursuant to

the Grievance Policy set forth in section of this Admission and Continued Occupancy Policy, to review the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the BHA/WCHA. All keys to the unit must be returned to the Management upon vacating the unit.

The BHA/WCHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

To determine annual income, the BHA/WCHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the BHA/WCHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### **11.1 INCOME**

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the BHA/WCHA believes that past income is the best available indicator of expected future income, the BHA/WCHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

- b.** The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. Imputed welfare income

- a.** A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the BHA/WCHA by the welfare agency) plus the total amount of other annual income.
- b.** At the request of the BHA/WCHA, the welfare agency will inform the BHA/WCHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the BHA/WCHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The BHA/WCHA will use this information to determine the amount of imputed welfare income for a family.
- c.** A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the BHA/WCHA by the welfare agency).
- d.** The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e.** The BHA/WCHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f.** If a resident is not satisfied that the BHA/WCHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the BHA/WCHA denies the family's request to modify such amount, then the BHA/WCHA shall give the resident written notice of such denial, with a brief explanation of the basis for the BHA/WCHA's determination of the amount of

imputed welfare income. The BHA/WCHA notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

**g. Relations with welfare agencies**

- 1). The BHA/WCHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the BHA/WCHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
- 2). The BHA/WCHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the BHA/WCHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- 3). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The BHA/WCHA shall rely on the welfare agency notice to the BHA/WCHA of the welfare agency's determination of a specified welfare benefits reduction.

**G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not**

residing in the dwelling.

- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## **11.2 ANNUAL INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the BHA/WCHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the BHA/WCHA governing board.. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;

- iii. Is operated or administered by a public agency; and
  - iv. Has as its objective to assist participants in acquiring employment skills.
- b.** Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - c.** Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month cumulative period following date of initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion No. 10. Additionally, this exclusion is only available to the following families:
- a.** Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b.** Families whose income increases during the participation of a family member in any family economic self-sufficiency or other job training program.
  - c.** Families who are or were, within 6 months, assisted under a State TANF or Welfare to Work program.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

Any family member qualifying for this exclusion may do so only

once and is subject to a lifetime limit of dating the exclusion as described above over a 48 month time limit from the start of claiming the exclusion.

(While HUD regulations allow for BHA/WCHA to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act
  - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
  - e. Payments made under HHS's Low-Income Energy Assistance Program
  - f. Payments received under the Job Training Partnership Act
  - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

- h.** The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i.** Amount of scholarships awarded under Title IV including Work Study
- j.** Payments received under the Older Americans Act of 1965
- k.** Payments from Agent Orange Settlement
- l.** Payments received under the Maine Indian Claims Act
- m.** The value of childcare under the Child Care and Development Block Grant Act of 1990
- n.** Earned income tax credit refund payments
- o.** Payments for living expenses under the AmeriCorps Program
- p.** Additional income exclusions provided by and funded by the BHA/WCHA
- q.** Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-443)
- r.** Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)
- s.** Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- t.** Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

The BHA/WCHA will not provide exclusions from income in addition to those already provided for by HUD.

### **11.3 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds 3% of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

### **11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the resident.
- B. The **Leasing Specialist** shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the BHA/WCHA shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the BHA/WCHA shall do one of the following:

1. Immediately collect the back rent due to the agency;
2. Establish a repayment plan for the resident to pay the sum due to the agency;
3. Terminate the lease and evict for failure to report income; or
4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

### **11.5 COOPERATING WITH WELFARE AGENCIES**

The BHA/WCHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the BHA/WCHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **12.0 VERIFICATION**

The BHA/WCHA will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **12.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the BHA/WCHA or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the BHA/WCHA will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the BHA/WCHA has been unable to obtain third-party verification in a 14 day period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the BHA/WCHA will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

## 12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third-party verification, the BHA/WCHA will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	Third-party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card

Verification Requirements for Individual Items		
Item to Be Verified	Third-party verification	Hand-carried verification
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other

Verification Requirements for Individual Items		
Item to Be Verified	Third-party verification	Hand-carried verification
		evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., Social Security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-</li> </ul>	N/A

Verification Requirements for Individual Items		
Item to Be Verified	Third-party verification	Hand-carried verification
	pocket expenses incurred in order to participate in a program - date of first job after program completion	Evidence of job start

### ***12.2.1 VERIFICATION OF FAMILY RELATIONSHIP AND RELATED ISSUES:***

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing name

Birth certificates

Baptismal certificates

Verification of guardianship is:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

School records

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation

Credit reports showing relationship

#### **For Split Households: Domestic Violence**

Verification of domestic violence when assessing applicant split households includes:

Shelter for battered persons

Police reports

District Attorney's office

### **For Verification of Permanent Absence of Adult Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the BHA/WCHA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

If no other proof can be provided, the BHA/WCHA will accept a Notarized Statement from the family.

If the adult family member is incarcerated, a document from the court or prison should be obtained stating how long they will be incarcerated.

### **For Verification of Change in Family Composition**

The BHA/WCHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

## **12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They

will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The BHA/WCHA will make a copy of the individual's INS documentation and place the copy in the file. The BHA/WCHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the BHA/WCHA will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members, and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the BHA/WCHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### **12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six (6) years of age .

The best verification of the Social Security number is the original Social Security card. If the card is not available, the BHA/WCHA will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental

agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that he or she does not have a Social Security number, the individual will be required to sign a statement to this effect. The BHA/WCHA will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates he or she has a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates he or she has a Social Security number, but cannot readily verify it, he or she shall be asked to certify to this fact and shall have up to 60 calendar days to provide the verification. If the individual is at least 62 years of age, he or she will be given 120 calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

## **12.5 TIMING OF VERIFICATION**

Verification information must be dated within 90 calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the BHA/WCHA will verify and update all information related to family circumstances and level of assistance. (Or, the BHA/WCHA will only verify and update those elements reported to have changed.)

## **12.6 FREQUENCY OF OBTAINING VERIFICATION**

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of his or her status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns 6, his or her verification will be obtained at the next regular reexamination.

## **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### **13.1 FAMILY CHOICE**

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the BHA/WCHA will provide them with the following information whenever they have to make rent decisions:
  - 1. The BHA/WCHA's policies on switching types of rent in case of a financial hardship; and
  - 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the BHA/WCHA will provide the amount of income-based rent for the subsequent year only the year the BHA/WCHA conducts an income reexamination or if the family specifically requests it and submits updated income information.

### **13.2 THE INCOME METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;

- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of \$50.

### **13.3 MINIMUM RENT**

The BHA/WCHA has set the minimum rent at \$50. However if the family requests a hardship exemption, however, the BHA/WCHA will suspend the minimum rent beginning the month following the family's request for the family until the BHA/WCHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - 2. When the family would be evicted because it is unable to pay the minimum rent;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - 4. When a death has occurred in the family.
- B. No hardship. If the BHA/WCHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the BHA/WCHA reasonably determines that there is a qualifying hardship, but that it is of a temporary nature, the minimum rent will be

not be imposed for a period of 90 days from beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The BHA/WCHA will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the BHA/WCHA will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

- D. Long-term hardship. If the BHA/WCHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the Grievance Procedure to appeal the BHA/WCHA's determination regarding the hardship. No escrow deposit will be required in order to access the Grievance Procedure.

#### **13.4 THE FLAT RENT**

The BHA/WCHA has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The BHA/WCHA determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The BHA/WCHA will post the flat rents at each of the developments and at the central office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent.

#### **13.5 CEILING RENT**

The BHA/WCHA does not have a ceiling rent.

#### **13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;

- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than 3 years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The BHA/WCHA will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the BHA/WCHA will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the BHA/WCHA. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### **13.7 UTILITY ALLOWANCE**

The BHA/WCHA shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with

the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the BHA/WCHA will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the BHA/WCHA. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For BHA/WCHA paid utilities, the BHA/WCHA will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the BHA/WCHA will be the obligation of the Tenant and for those charges for utilities in excess of the allowance charged or billed to the BHA/WCHA will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective 60 days after notice to residents. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the BHA/WCHA for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of BHA/WCHA purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the BHA/WCHA on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the **Reasonable Accommodation Policy considered in Section 2.** Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

### **13.8 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment

If the rent is not paid by the 5<sup>th</sup> day of the month, a Notice to Vacate will be issued to the tenant. In addition, a charge of \$10 will be assessed. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$15 for processing costs.

### **13.9 MAINTENANCE CHARGES**

The Tenant shall pay when charged all maintain charges as set forth in the Schedule of Maintenance Charges, and the procedures related thereto, as adopted by the BHA/WCHA.

## **14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **14.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

### **14.2 EXEMPTIONS**

The following adult family members of tenant families are exempt from this requirement.

- A. Family members who are 62 or older
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

### **14.3 NOTIFICATION OF THE REQUIREMENT**

The BHA/WCHA shall identify all adult family members who are apparently not exempt from the community service requirement.

The BHA/WCHA shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The BHA/WCHA shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

### **14.4 VOLUNTEER OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The BHA/WCHA will coordinate with social service agencies, local schools, the Whatcom Volunteer Center, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the BHA/WCHA may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

### **14.5 THE PROCESS**

At the first annual reexamination on or after October 1, 2001, and each annual reexamination thereafter, the BHA/WCHA will do the following:

- A. Provide a list of volunteer opportunities to the family members;
- B. Provide information about obtaining suitable volunteer positions;
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.;
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance; and
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the BHA/WCHA whether each applicable adult family member is in compliance with the community service requirement.

#### ***14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT***

The BHA/WCHA will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

#### ***14.7 OPPORTUNITY FOR CURE***

The BHA/WCHA will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill his or her obligation to participate in an economic self-sufficiency program, or falls behind in his or her obligation under the agreement to perform community service by more than 3 hours after 3 months, the BHA/WCHA shall take action to terminate the lease.

#### **14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the service requirement, the BHA/WCHA Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

### **15.0 RECERTIFICATIONS**

At least annually, the BHA/WCHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine: (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

#### **15.1 GENERAL**

The BHA/WCHA will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the BHA/WCHA will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

#### **15.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The

letter will also advise that failure by the family to attend the second scheduled interview will result in the BHA/WCHA taking eviction actions against the family.

### **15.3 FLAT RENTS**

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent.
- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every 3 years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- F. The dates upon which the BHA/WCHA expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, BHA/WCHA will send a reexamination letter to the family offering the choice between a flat or an income rent. The opportunity to select

the flat rent is available only at this time. At the appointment, the BHA/WCHA may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the BHA/WCHA representative, they may make the selection on the form and return the form to the BHA/WCHA. In such case, the BHA/WCHA will cancel the appointment.

#### **15.4 THE INCOME METHOD**

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the BHA/WCHA will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income; or
- B. 30% of adjusted monthly income; or
- C. the welfare rent; or
- D. the minimum rent.

#### **15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

The new rent will generally be effective upon the anniversary date with 30-days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

#### **15.6 INTERIM REEXAMINATIONS**

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the BHA/WCHA between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) calendar days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating his or her income, assets, and all other information required of an applicant. The individual must provide his or her Social Security number if they have one and must verify his or her citizenship/eligible immigrant status. (Housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The BHA/WCHA will determine the eligibility of the individual before adding the individual to the lease. If the individual is found to be ineligible or does not pass the screening criteria, he or she will be advised in writing and given the opportunity for an informal review. If the individual is found to be eligible and does pass the screening criteria, his or her name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the BHA/WCHA will take timely action to process the interim reexamination and recalculate the tenant's rent.

### ***15.7 SPECIAL REEXAMINATIONS***

If a family's income is too unstable to project for 12 months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the BHA/WCHA may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

## **15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## **16.0 UNIT TRANSFERS**

### **16.1 INTRODUCTION**

The transferring of families is a very costly procedure, both to the BHA/WCHA and to the families. However, it is the policy of the BHA/WCHA to permit a resident to transfer within or between housing developments when it is necessary to comply with occupancy standards or when it will help accomplish the Affirmative Housing goals of the BHA/WCHA.

For purposes of this transfer policy, the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

### **16.2 GENERAL STATEMENT**

A family may be eligible to transfer for valid and certifiable reasons such as enabling the family to be:

- Closer to a place of employment;

- Closer to a required medical treatment center; or

- To move from an upstairs to a downstairs unit for medical or accessibility reasons; or

The BHA/WCHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

The BHA/WCHA will charge the families for any damages to the previous unit that exceeds that unit's security deposit.

Except in emergency situations, transfers will be avoided when the family is:

Delinquent in their rent;

In the process of reexamination to determine rent and eligibility; or

About to be asked to move for reasons other than non-payment of rent.

Not in good standing with the BHA/WCHA due to rental history or a history of disturbances.

History of not taking proper care of unit.

Transfers will occur and be limited by the Transfer Procedure as adopted by the BHA/WCHA Management from time-to-time.

### **16.3 RANK ORDER OF TRANSFER LIST**

The Transfer Waiting list will be maintained in rank order by:

Emergency

Medical hardship

Unit too large or small

Date of approval

### **16.4 MANDATORY TRANSFERS**

If there is a required change in the size of unit needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

The BHA/WCHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list.

If a family that is required to move refuses the offered unit, the BHA/WCHA will evaluate the reason for the refusal and determine if it is one of good cause. If the BHA/WCHA determines that there is no good cause, the BHA/WCHA will begin lease termination proceedings.

### **16.5 NON-MANDATORY TRANSFERS**

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the transfer list will be reviewed for other families desiring a transfer.

If there is a participant family waiting for transfer to an available and appropriately sized unit, the participant family will be offered the unit.

### **16.6 EMERGENCY TRANSFERS**

The BHA/WCHA will authorize an emergency transfer for a participant family if one of the following conditions occurs:

The resident's unit has been damaged by fire, flood, or other causes to such a degree that the unit is not habitable, provided the damage was not the result of an intentional act, carelessness or negligence on the part of the resident or a member of the resident's household.

#### Special Circumstance Transfers

The BHA/WCHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

The resident's unit is being modernized or significantly remodeled. In such cases, the family may only be offered temporary relocation and may be allowed to return to their unit once rehabilitation is complete.

The BHA/WCHA has a need, at the discretion of the Executive Director to transfer the resident family to another unit and the resident voluntarily agrees to such transfer.

### **16.7 INCENTIVE TRANSFERS**

Transfers that serve the BHA/WCHA's deconcentration policy may include incentives and refusal of a transfer request will have no effect on the family's standing in BHA/WCHA public housing.

### **16.8 MOVING COSTS**

The resident, except when the transfer is due to uninhabitability, through no fault of the resident, or the need of the BHA/WCHA, will pay all moving costs related to the transfer.

### **16.9 SECURITY DEPOSITS**

The family will be required to pay a new deposit upon acceptance of a unit.

The BHA/WCHA will require a new security deposit of all families.

The family or person will pay a security deposit of \$375.00 for a family unit and \$225 for an elderly unit.

In exceptional situations the BHA/WCHA reserves the right to allow a new resident to pay their security deposit in up to three (3) payments: one-third paid in advance, one-third paid with their second month's rent, and one-third with their third month's rent payment. This shall be at the sole discretion of the BHA/WCHA and on a case by case basis.

The resident will be billed for any charges that occur as a result of the resident moving out of the apartment.

#### ***16.10 RIGHT OF THE BHA/WCHA IN TRANSFER POLICY***

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

### **17.0 INSPECTIONS**

An authorized representative of the BHA/WCHA and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the BHA/WCHA file and a copy given to the family member. An authorized BHA/WCHA representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any BHA/WCHA damages to the unit.

#### ***17.1 MOVE-IN INSPECTIONS***

The BHA/WCHA and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

#### ***17.2 ANNUAL INSPECTIONS***

The BHA/WCHA will inspect each public housing unit annually to ensure that each unit meets the BHA/WCHA's housing standards and HUD Real Estate Assessment Centers Standards (REAC). Work orders will be submitted and completed to correct any deficiencies.

### ***17.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair and meet REAC inspection standards. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### ***17.4 SPECIAL INSPECTIONS***

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the BHA/WCHA. BHA/WCHA may make special inspections when lease non-compliance is suspected by the BHA/WCHA.

### ***17.5 HOUSEKEEPING INSPECTIONS***

Generally, at the time of annual and preventative maintenance inspections, or at other times as necessary, the BHA/WCHA will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

### ***17.6 NOTICE OF INSPECTION***

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the BHA/WCHA will give the tenant at least 2 days' written notice.

### ***17.7 EMERGENCY INSPECTIONS***

If any employee and/or agent of the BHA/WCHA have reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### ***17.8 MOVE-OUT INSPECTIONS***

The BHA/WCHA conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## 18.0 PET POLICY

BHA/WCHA has discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This Section explains the BHA/WCHA's policies on the keeping of pets, includes animals that assist persons with disabilities and any criteria or standards pertaining to this policy. The rules adopted are reasonably related to the legitimate interest of the BHA/WCHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the BHA/WCHA.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

### 18.1 GENERAL POLICIES

A common household pet is defined as a domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes.

Each Head of Household may own up to one (1) total pet. Each bird or other animal, other than fish, shall be counted as one pet.

Allowable pets are limited to the following:

1. dog
2. cat
3. bird
4. fish (reasonable number commensurate to aquarium size)

The following are not defined as common household pets and are prohibited:

- |                  |                        |
|------------------|------------------------|
| 1. reptiles      | 9. doves               |
| 2. wild animals  | 10. mynah birds        |
| 3. feral animals | 11. psittacine birds   |
| 4. livestock     | 12. non-human primates |
| 5. mice          | 13. ferrets            |
| 6. rats          | 14. pot-bellied pigs   |
| 7. pigeons       | 15. hedgehogs          |
|                  | 16. gerbil             |
|                  | 17. hamster            |

18. guinea pig
8. other animals whose protective instincts and natural body armor pose a risk to human beings or other animals

If the pet is a dog or cat, it must be neutered/spayed by the age of 6 months, and cats must be declawed by the age of 3 months. Supporting evidence must be provided from a veterinarian and/or staff of the Humane Society. The evidence must be provided prior to the execution of this Agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed or declawed.

Tenant must provide waterproof and leak-proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The tenant shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.

Also, the weight of a cat cannot exceed 10 pounds (fully grown), and a dog may not exceed 20 pounds in weight (fully grown). All other four-legged animals are limited to 10 pounds (fully grown).

Note: Any pet that is not fully grown will be weighed every 6 months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from BHA/WCHA property.

If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.

If the pet is a fish, the aquarium must be 20 gallons or less, and the container must be placed in a safe location in the unit. The Tenant is limited to one container for the fish and a reasonable number of fish commensurate to the aquarium size. The container must be maintained in a safe and nonhazardous manner.

All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose, and if the pet is taken outside, it must be taken outside on a leash and kept off other Tenant's lawns. Also, all pets must wear collars with identification at all times. Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility.

All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets which are unleashed, or leashed and unattended, on BHA/WCHA property may be impounded and taken to the local Humane Society or other appropriate facility. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the Housing Authority staff has to take a pet to the Humane Society or other

appropriate facility, the tenant will be charged \$50 to cover the expense of taking the pet(s) to the Humane Society.

Residents must have the prior written approval of the BHA/WCHA **BEFORE MOVING A PET INTO THEIR UNIT**. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the BHA/WCHA will approve the request. Residents must give the BHA/WCHA a picture of the pet so it can be identified if it is running loose.

If a tenant harbors a pet without approval of the BHA/WCHA, or without registration, their pet ownership privileges shall be suspended for a period of one (1) year. A repeat violation will result in lifetime suspension of pet ownership privileges.

No tenant shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside a dwelling unit, for commercial purposes or for fighting.

All residents are prohibited from feeding, housing or caring for stray animals. Such action shall constitute having a pet without permission of the BHA/WCHA.

Pets not owned by a current BHA/WCHA Tenant, or properly registered and authorized by **BHA/WCHA**, are NOT permitted on the premises on a temporary or visiting basis. Trained service animals that are used to assist persons with disabilities are excluded from this provision.

No pet owner shall keep a pet in violation of State or local health and/or anti-cruelty laws or ordinances. Any failure of the Pet Ownership Policy to define the applicable laws or ordinances does not relieve the pet owner of the responsibility for complying with this requirement.

In order to safeguard the health and welfare of tenants, employees and the public, no pet owner shall keep a vicious, dangerous or intimidating pet on the premises. If the pet owner declines, delays, or refuses to remove such a pet from the premises, the BHA/WCHA will effect its removal. The owner will be responsible for any costs associated with the pet's removal and/or subsequent impoundment. The definition of a vicious or dangerous animal is:

*"Any animal that constitutes a physical threat to human beings, other animals or livestock; any animal which has a disposition or propensity to cause injury or behave in a manner which could reasonably cause injury to human beings, other animals or livestock, regardless of whether or not such behavior is hostile; any animal which has, without provocation, bitten, attacked or inflicted injury on any human being, other animal or livestock; any animal which has been used in the commission of a crime."*

Any dog that is offspring of the following breeds, regardless of the percentage of pedigree, is strictly prohibited:

Pit-Bull Terrier	
Doberman Pinscher	
Rottweiler	German Shepherd
Chow	Boxer
Shar Pei	Akita

A dog or cat's height may not exceed 15 inches (measured at the shoulder) by adulthood.

Service animals that are specifically trained to assist persons with disabilities are excluded from the breed, size, weight, and type requirements. They are, however, required to assure proper licensing, inoculations, leash restraints, etceteras.

Dogs and cats shall be licensed as required by State and local laws or ordinances. Pet licenses must always be current. Dogs and cats must wear a collar with the license tag affixed at all times.

If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a veterinarian or staff of the Humane Society, and must be provided before the execution of this agreement.

The BHA/WCHA reserves the right to require the removal of any pet from the premises, when the animal's conduct or condition is duly determined to constitute a nuisance or a threat to the health or safety of other persons, or animals. If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the BHA/WCHA's property within 24 hours of written notice from the BHA/WCHA. The pet owner may also be subject to termination of his/her dwelling lease.

## **18.2 SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT**

The BHA/WCHA Pet Procedures section shall set forth the fee and deposit schedule.

The entire Annual Fee and deposit must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this policy.

The Annual Fee shall be paid at the time of re-examination each year, and all proof of inoculations and other requirements shall be made available to the Housing Authority at such time. The Annual Fee is not reimbursable. The deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance from the deposit will be

refunded to the tenant. The Pet Security Deposit is in addition to any other required deposit. THERE SHALL BE NO REFUND OF THE ANNUAL FEE.

There is no deposit required for gerbils, hamsters or guinea pigs. The pet deposit is in addition to any other financial obligation imposed on tenants who own or keep a pet. The pet deposit shall be placed into an escrow account and shall be used only when the pet owner no longer keeps a pet or at the termination of the lease. The pet deposit shall only be used to cover the costs of damages directly attributable to the presence of the pet on the premises. Examples of such costs or damages can include (but are not limited to) the following:

- repairs and/or replacements to the premises
- fumigation of the premises
- extermination of the premises

### ***18.3. HOLD HARMLESS, DEFEND & INDEMNIFY***

The Tenant agrees that it will protect, save, defend, hold harmless and indemnify the BHA/WCHA, its officers employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences, occasioned by either the negligent or willful conduct of the Tenant, its pet, or any person or pet on the property or within the unit leased, regardless of who the injured party may be.

### ***18.4 END OF PET OWNERSHI.***

When a resident ceases to own or keep a pet, they shall notify the BHA/WCHA within 10 days. Upon notification, a BHA/WCHA representative shall schedule and perform an inspection of the apartment and subsequent surrounding areas for damages directly related to the presence of the pet. The cost of damages, if any, shall be deducted from the security deposit. The BHA/WCHA will then refund the unused portion of the pet deposit to the resident within a reasonable time period.

### ***18.5 TENANT RESPONSIBLE FOR DAMAGE UPON VACATION OF PREMISES***

When a resident vacates BHA/WCHA property, a BHA/WCHA representative shall perform an inspection of the apartment and subsequent surrounding areas for damages directly related to the presence of the pet. The cost of damages, if any, shall be deducted from the security deposit. The BHA/WCHA will then refund the unused portion of the pet deposit to the former resident within a reasonable time period.

### ***18.6 PET REGISTRATION***

- A. A tenant who desires to own a pet shall register the pet at the BHA/WCHA's on-site management office in the development where they reside.
- B. Registration for each animal shall be accomplished by the filing of the following disclosures and forms:
  - 1. Name of the adult household member who will be primarily responsible for animal care.
  - 2. Detailed description of the pet.
  - 3. Color photograph of the pet.
  - 4. A health certificate prepared by a veterinarian, including:
    - a. attestations of no communicable disease;
    - b. spaying or neutering;
    - c. medical condition precluding spaying or neutering;
    - d. current rabies and distemper vaccinations for species subject to State or local rabies vaccination requirements;
    - e. name, address and telephone number of veterinarian who will be providing regular care to the pet,
    - f. a copy of the license issued by the appropriate governing body for ownership of the animal for whom licensing is a legal requirement, and
    - g. declawing of cats.
- C. The pet owner must provide additional information necessary to ensure compliance with any policies prescribed herein. The pet owner shall be required to sign a statement indicating that he or she has read and received a copy of the Pet Policy and agrees to comply with all provisions contained in it.
- D. Each pet owner shall identify two (2) alternate custodians or responsible parties for his or her pet. The custodians must be willing and able to assume responsibility for the care and keeping of the pet, including (if necessary) the removal of the pet from BHA/WCHA property. If the pet owner becomes ill or is absent from the dwelling unit and unable to care for his or her pet, the alternate custodians shall assume responsibility. Custodian information shall include the

name, address and phone number. This information shall be updated as often as necessary to ensure BHA/WCHA has current information at all times.

- E. Upon receipt and validation of the above disclosures, fees and deposits, the BHA/WCHA will issue the pet owner an identification tag. The identification tag must be conspicuously displayed, at all times:

GARDEN TYPE APARTMENTS - in the top left-hand side of the front room window.

HIGH-RISE APARTMENTS - directly above the door lock on the apartment door leading to the common hallway.

- F. Tenant shall not harbor or keep a pet on BHA/WCHA property before obtaining authorization and an identification tag from an agent of the BHA/WCHA.
- G. The pet owner shall re-certify the pet's registration at least annually. Re-certification of pet registration shall require the same disclosures as the initial pet registration described above.
- H. The BHA/WCHA shall revoke a pet's registration, or refuse to register a pet, if the pet owner fails to provide required pet registration information, or fails to update the required information at least annually or when requested by an agent of the BHA/WCHA or its designee.
- I. All dogs and cats must wear a tag bearing the resident's name, phone number, and the date of the latest rabies inoculation.

#### **18.7 PET CARE**

- A. The pet owner shall house the pet inside of his or her dwelling unit.
- B. The pet owner shall feed his or her pet, at least once per day, or in accordance with reasonable standards and proper care of a specific type of pet.
- C. A dog owner must ensure that the pet is exercised at least twice per day.
- D. A pet owner shall implement effective flea control by measures that produce no toxic hazard to the pet or others that may come into contact with treated animals.
- E. A pet owner shall ensure suitable sanitation of the animal's living or sleeping quarters at all times.

- F. Dogs, cats and birds shall have access to an adequate supply of fresh water at all times.
- G. A representative of the BHA/WCHA, or the local police, or their designee may, at any time, inspect any animal and the premises where the animal is kept.
- H. A representative of the BHA/WCHA and/or the local police, or their designee, may enter a dwelling unit when there is evidence that an animal, left alone, is in danger or distress, or has been left untended for 10 hours or more. If there are unfavorable conditions present, the pet may be impounded, subject to any provisions of State or local health and/or anti-cruelty laws or ordinances in this regard. The BHA/WCHA shall accept no responsibility for the pet under such circumstances.

### **18.8 HANDLING OF PETS**

- A. A pet owner is prohibited from altering the dwelling unit or the surrounding premises to create a space, hole, container, shelter or enclosure for any pet.
- B. A pet owner is prohibited from erecting or placing a cage, crate, shelter, or container outside of his or her apartment, at any time.
- C. The pet owner shall keep a cat or dog on a leash, and shall control the animal when it is taken out of the dwelling unit, for any purpose. The leash must be attached to an individual 12 years of age or older. The leash may not exceed 6 feet in length.
- D. A pet owner is prohibited from tethering or chaining an animal outside of or within the dwelling unit.
- E. The pet owner shall remove or restrain a pet when a BHA/WCHA representative or designee is present in or around his or her apartment. Examples can include, but are not limited to, site managers, repair technicians, inspectors, exterminators, etc.
- F. The owner of a bird shall confine it/them to a cage at all times.
- G. Pets are restricted from lobbies, laundry rooms, social rooms, libraries, dining halls, management offices, hallways and other such common areas in buildings owned by the BHA/WCHA, other than for reasonable entry to and egress from the building.

- H. Any animal running loose will be referred to the local authorities for removal from the premises.
- I. In the event of the death of the pet, the pet owner/tenant is responsible for making immediate arrangements for its removal and disposal. CARCASSES MAY NOT BE PLACED IN DUMPSTERS, TRASH BINS, ETC. Tenant is responsible for notifying BHA/WCHA within a reasonable time after death of the pet.

#### **18.9 PET WASTE REMOVAL**

- A. The owner of a cat must provide a box with kitty litter, inside the dwelling unit, which must be accessible to the cat, at all times. The pet owner shall not permit waste in the litter box to accumulate or to become offensive, unsanitary or unsightly. The litter must be cleaned of waste at least every two (2) days, and totally replaced at least once each week. The pet owner shall dispose of such waste and litter by placing it in a tightly sealed repository and depositing it in the appropriate trash receptacle (trash can or dumpster) outside the apartment where the pet owner resides.
- B. The owner of a dog shall not permit their pet to void urine or excrement in any neighboring yards or common public areas.
- C. The owner of a dog shall not permit dog waste to accumulate or to become offensive, unsanitary or unsightly in the yard assigned to the owner's apartment. Waste shall be removed immediately. The waste must be disposed of by placing it in a tightly sealed repository and depositing it in an appropriate trash receptacle outside the apartment where the pet owner resides.
- D. Pet waste shall not be flushed down toilets, sinks or tubs.

#### **18.10 HEALTH & SAFETY**

- A. The pet owner shall take precautions and any measures necessary to eliminate offensive pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the BHA/WCHA.
- B. No pet owner shall permit his or her pet to void urine or excrement in any neighboring yards or common public areas.
- C. Pet bedding shall not be washed in any common laundry facilities.
- D. A pet owner shall not keep or harbor any pet so as to create offensive odors, excessive noise, or unsanitary conditions which demonstrate a menace to the

health, comfort, or safety of other persons or animals. If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the BHA/WCHA's property within 24 hours of written notice from the BHA/WCHA. The pet owner may also be subject to termination of his/her dwelling lease.

- E. The pet owner shall remove or restrain a pet when a BHA/WCHA representative, or a designee, is present in or around their apartment. Examples can include, but are not limited to, repair technicians, inspectors, exterminators, etc.
- F. At no time may a pet prohibit BHA/WCHA representatives or designees from gaining access to BHA/WCHA property (see *also*, § VII. *Pet Removal*).
- G. The BHA/WCHA reserves the right to seek impoundment and sheltering of any animal, if the pet's conduct or condition is duly determined to constitute a nuisance or a threat to the health or safety of other persons or animals. The provisions of State or local health and anticruelty laws and ordinances will be observed in making this determination. If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the BHA/WCHA's property within 24 hours of written notice from the BHA/WCHA at the pet owner's expense. The pet owner may also be subject to termination of his/her dwelling lease.
- H. To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain areas in BHA/WCHA development(s)/building(s). This shall be implemented based on demand for this service.

### **18.11 PET REMOVAL**

#### **A. IMMEDIATE**

An animal is subject to **IMMEDIATE** removal from the premises when the BHA/WCHA determines, on the basis of objective facts, one or more of the following conditions exist:

1. A pet prohibits BHA/WCHA representatives or designees from gaining access to BHA/WCHA property.
2. A pet displays vicious, dangerous, or intimidating behavior, displays symptoms of an illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others. The definition of a vicious or dangerous animal is:

- a) any animal that constitutes a physical threat to human beings, other animals;
  - b) any animal that has a disposition or propensity to cause injury or behaves in a manner that may possibly cause injury;
  - c) any animal that has, without provocation, bitten, attacked or inflicted injury on any human being or other animal;
  - d) any animal that has been used in the commission of a crime.
3. There is evidence that an animal left alone, is in danger or distress or has been left untended for 10 hours or more.

The said pet shall be prohibited from returning to BHA/WCHA property pending resolution of any dispute regarding said violation.

If the BHA/WCHA must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges.

#### B. URGENT

An animal is subject to removal from the premises if the BHA/WCHA determines, on the basis of objective facts, the following conditions exist:

- 1. The local authority empowered to do so revokes a dog or cat license.
- 2. A pet repeatedly disturbs, interferes or diminishes the peaceful enjoyment of the surroundings of the community in which the pet resides. The terms disturb, interfere or diminish shall include, but are not limited to barking, howling, biting, scratching, chirping and other activities of a disturbing nature.

### **18.12 ANIMAL BITES**

In the event a dog, cat or other mammal has bitten an individual, the incident shall be reported to the local police and the BHA/WCHA within 48 hours of the bite.

Failure to do so will result in the revocation of the pet ownership privileges.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the BHA/WCHA property within 24 hours of written notice from the BHA/WCHA. The pet owner may also be subject to termination of his/her dwelling lease.

### **18.13 ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

The purpose of this policy is to establish the BHA/WCHA's policy and procedures for ownership of pets in elderly and/or disabled persons' units and to ensure that no applicant or Resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the rights of persons with disabilities to own animals that are used to assist them.

The general pet policies herein will not be applied to animals that assist persons with disabilities to the extent such policies are in conflict with or are inconsistent with any Federal, State or local law or regulation.

To be considered an animal that assists a person with disabilities, the Resident/pet owner must certify, with supporting documentation if applicable, that:

1. There is a person in the household with a disability that required pet assistance as verified in writing by a licensed physician;
2. The animal has been trained and certified for assistance for persons with a disability to assist with the specific disability; and
3. The animal's activity assists the person with the disability.

### **18.14 PET POLICY VIOLATIONS**

If the BHA/WCHA determines, on the basis of objective facts, that a pet owner has violated any section of the Pet Ownership Policy (which is not defined in Section VII of the Policy),

1. A written notice of pet violation will be issued to the pet owner. The notice shall contain:
  - a) A statement of the factual basis for the determination, and the pet rule or rules alleged to be violated;
  - b) A statement allowing the pet owner five (5) days from the date of the notice to correct the violation(s), and;
  - c) The pet owner's rights under the BHA/WCHA's Grievance Policy.

The BHA/WCHA's Grievance Policy shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

2. If a pet owner fails to correct the violation(s) within the allocated time, the BHA/WCHA shall follow the procedures for Urgent Removal of an Animal found in Section VII of this Policy. The said pet shall be prohibited from returning to BHA/WCHA property pending resolution of any dispute regarding said violation.
3. Any violations of the Pet Ownership Policy within a twelve (12) month period shall result in the revocation of pet ownership privileges for all members of the unit wherein the pet resided for the remainder of the resident's tenancy.
4. If it resident harbors a pet without BHA/WCHA approval, or permits repeated "visits" from unregistered pets (unless the unregistered "visiting" pet would qualify under Section IX above), pet ownership privileges for all members of the unit will result in suspension of pet ownership privileges for the remainder of the resident's (and all household members) tenancy.

If the BHA/WCHA must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges.

## **19.0 REPAYMENT AGREEMENTS**

When a resident owes the BHA/WCHA back charges and is unable to pay the balance by the due date, the resident may request that the BHA/WCHA allow him/her to enter into a Repayment Agreement. The BHA/WCHA has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed 12 months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

For families paying minimum rent and who have had their rent abated for a temporary period, the BHA/WCHA shall enter into a repayment agreement.

## **20.0 TERMINATION**

### **20.1 TERMINATION BY TENANT**

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the 30 days, he or she will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

## 20.2 **TERMINATION BY THE HOUSING AUTHORITY**

Twelve months after the BHA/WCHA has implemented the mandated community service requirement, it will not renew the lease of any non-exempt family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The BHA/WCHA will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for BHA/WCHA-approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity, or any activity that would be a crime on the premises or property or drug-related criminal activity on or off the property or premises by the Tenant.. This includes, but is not limited to, the manufacture of methamphetamine on the premises of the BHA/WCHA.
- K. Any criminal activity, or any activity that would be a crime within a Tenant's unit regardless of who conducted the criminal activity and the Tenant or household members failed to take reasonable measures to prevent or control such activity;
- L. Any criminal activity or any activity that would be considered a crime on the property and/or premises or drug-related activity that would be a crime or similar criminal activity on the property and/or premises regardless of who conducted

such activity that the Tenant was aware of and failed to take reasonable measures to control, including but not limited to notifying the resident manager and/or BHA/WCHA staff of the activity upon learning of such activity;

- M. Non-compliance with Non-Citizen Rule requirements;
- N. Permitting persons not on the lease to reside in the unit more than 14 days each year without the prior written approval of the BHA/WCHA; and
- O. Other good cause.

The BHA/WCHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

### **20.3 ABANDONMENT**

The BHA/WCHA will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit, or the family and/or tenant has been absent for 180 consecutive days in any circumstance for any reason, regardless of payment of rent, without prior written approval obtained from the BHA/WCHA Management. The BHA/WCHA will consider a unit to be abandoned when a resident has both been absent for a period of 30 consecutive days, without written pre-approval and/or without reasonable cause or excuse, and has failed to pay rent for the same time period. A family and/or tenant may be absent from a unit for brief period of time, no greater than 30 days without payment of rent. Absence shall mean that no member of the family or the tenant is residing in the unit. Verification of occupancy may include letters to the unit, phone calls, visits, or questions to the neighbors. Absences for vacations, hospitalization shall not be deemed abandonment, unless absence is in excess of 30 days. A family's abandonment of a unit shall not bar readmission or resumption of assistance to the family or tenant.

When a unit has been abandoned, a BHA/WCHA representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the BHA/WCHA does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office. Disposition of the property left in the resident's unit shall occur in a manner consistent with this policy and applicable state law. To the extent that there may be a conflict between this policy and State law, the provisions of State law shall control.

Any money raised by the sale or disposition of the property goes to cover money owed by the family to the BHA/WCHA such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known, the

BHA/WCHA will mail it to the family. If the family's address is not known, the BHA/WCHA will keep it for the resident for one year. If it is not claimed within that time, it belongs to the BHA/WCHA.

Within 30 days of learning of an abandonment, the BHA/WCHA will either return the deposit or provide a statement of why the deposit is being kept.

#### **20.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, the BHA/WCHA will return the security deposit within fourteen (14) days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The BHA/WCHA will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within fourteen (14) days.

### **21.0 HOUSE RULES**

#### **21.1 HOUSE RULES AND REGULATIONS**

The following are House Rules and are additional rules and regulations governing and regulating the activity and behavior of the Residents and their guests and are additional obligations of the Residents under their lease.

- A. Towing/Abandoned Vehicles:** The parking and removal of vehicles shall be subject to the BHA/WCHA towing policy set forth in Section 23, below. Residents shall only be allowed to park one (1) vehicle on-site, however, additional vehicles may be approved by the BHA/WCHA pursuant to the Towing Policy or Towing Procedures. Trailers, boats, commercial vehicles, recreational vehicles, truck campers and inoperable, unlicensed or disabled passenger vehicles of any kind shall not be parked on the premises, common areas or street without prior approval of the BHA/WCHA. Vehicles which have been abandoned, are not operable, or do not have license tabs shall be stickered with a notice that requires the vehicle to be removed from the property within 5 calendar days, or it will be towed at the owner's expense pursuant to the Towing Policy or Towing Procedures.
- B. Parking/Vehicle Registration.** Each vehicle shall be registered pursuant to the BHA/WCHA Vehicle Registration Procedure. Each vehicle of a Tenant, dependant, live-in aid, guest or other shall be parked only in designated areas.

Failure to register a vehicle and/or park where designated, shall subject the vehicle to being towed at the owner's expense pursuant to the Towing Policy set forth herein.

- C. **Quiet Hours.** The BHA/WCHA reserves the right to establish quiet hours at each facility to assure and maintain the peace and quiet enjoyment of the premises for all Residents. These quiet hours shall be posted at each facility.
- D. **Domestic Violence.** Domestic Violence as defined by RCW 10.99.020, or otherwise, is prohibited and any tenant engaged in such activity shall be subject to termination of his or her lease consistent the prohibition of criminal activity or activity that would be considered a crime as set forth in the lease.
- E. **Solicitation.** Solicitation by any individual, group, or party on the premises is prohibited.
- E. **Transfer Policies.** The transfer of a Resident from one unit to any other unit shall be subject to the transfer policies of the BHA/WCHA.
- F. **Laundry Facility.** Use of the laundry facility is subject to the rules established for each facility by the BHA/WCHA.
- G. **Common Area Use.** Use of the common areas are subject to the rules established for each facility by the BHA/WCHA.
- H. **Firearms.** Discharge of any firearm, pellet gun, BB gun, slingshot, bow and arrow, or any other instrument or device capable of launching a projectile of any type is prohibited.
- I. **Smoking.** Smoking any product in any BHA/WCHA common area or entryway, except outside of the premises and away from any entry or exit so that no other Resident, or his or her guest, or an employee, agent, guest of the BHA/WCHA is affected by the smoking is prohibited. No Tenant, Resident or guest shall discard any smoking device or butts or burned tobacco in any location other than a trash receptacle located outside of any building and only then after such material has been fully extinguished.
- J. **Barbecue/Grills.** The use of barbecues and grills shall only occur within designated common areas. Use of barbecues and grills in or outside of a unit, other than designated common areas, is prohibited and constitutes a material breach of the lease.
- K. **Guest Limitations.** Any person who spends a night at a unit and is not a Tenant or an approved dependant or resident shall be deemed a Guest. Guests are limited

to 14 consecutive nights per year at a unit, and 21 total days per year within a property. A guest of one Tenant or Resident may not stay with one Tenant and become a guest of another Tenant where the total number of days at a property exceeds 21 days per year. Exceptions to the limitations on guest stays, such as health, assisted living or other similarly circumstances may be made in writing to the BHA/WCHA Management, supported in writing by a licensed physician prior to the commencement of the guests arrival at the property.

- L. Criminal Activity.** The Resident/Tenant shall not engage in any activity that would be considered a crime or of criminal activity on the property or drug-related activity, including simple possession of any drug, on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the BHA/WCHA. The Tenant shall take all reasonable measures to prevent and stop any criminal activity within a Tenant's unit regardless of who conducts or conducted the activity. The Tenant shall take all reasonable measures to control, including but not limited to notifying the police and/or the resident manager and/or the BHA/WCHA staff of the activity upon learning of any activity on the property and/or premises or drug-related activity, which would be including simple possession on the property and/or premises conducted by the Tenant's dependent, resident, and/or guest.

Refusal or repeated failure of the Resident to comply with any such rule or regulation shall constitute good cause for termination of this agreement by the BHA/WCHA and for eviction of Resident in accordance with the Resident's lease.

## 22.0 TRESPASS POLICY

Any non-resident will be directed to leave and will be barred from returning to any BHA/WCHA property within which that person:

1. Makes unreasonable noise;
2. Engages in fighting or in violent or threatening behavior;
3. Substantially interferes with any right, comfort or convenience of any BHA/WCHA resident or employee;
4. Engages in any activity that constitutes a criminal offense;
5. Engages in any activity involving firearms, illegal drugs or violence;
6. Damages, defaces or destroys any property belonging to BHA/WCHA, or any BHA/WCHA resident or employee;

7. Litters on any BHA/WCHA property;
8. Drives in a careless or reckless manner;
9. Acts in a manner that would be considered a violation of the Fair Housing Act or the Civil Rights Act; or
10. Engages in gang activity, including, but not limited to:
  - a. wearing clothing, jewelry, or tattoos unique to gang affiliation (color alone is not sufficient to establish gang affiliation);
  - b. grouping to show gang affiliation or to intimidate rival gangs or tenants; or
  - c. claiming gang membership.

Any person who fails to leave the property after being directed to do so, or who returns to the property after being given such direction, will be subject to arrest and prosecution for Criminal Trespass under (RCW9A.52.070, OR RCW 9A.52.080).

## **22.1 NOTICE TO EXCLUDED PERSONS**

- A. Any excluded or trespassed person, and the Tenant or Resident who they are visiting, shall receive written notice that the excluded person/s are prohibited from entering or remaining on the common areas of the designated BHA/WCHA property for any reason whatsoever, and that entering or remaining on the designated property may result in arrest for Criminal Trespass (RCW9A.52.070, or RCW 9A.52.080).
- B. A Tenant, and/or an excluded person, may appeal the exclusion. To do so, a written request for review consistent with the Grievance Policy contained herein, must be filed within 10 days to the BHA/WCHA Security Services Manager, along with a copy of the Trespass Notice.
- C. A Tenant and/or the excluded person, may apply for a temporary waiver of the exclusion of a guest. To do so, the waiver request, including a statement of the reasons justifying a waiver, and a copy of the trespass form, must be filed in writing to the BHA/WCHA Security Services Manager.

- D. After one year from the date of this exclusion notice, the excluded person and/or a Tenant may apply in writing to the Security Services Manager for reconsideration of the exclusion.
- E. The exclusion remains in effect during any appeal, request for waiver or request for reconsideration and is only lifted by written notice from the Security Services Manager Officer or a member of BHA/WCHA Management Staff.

## **23.0 TOWING POLICY**

The parking and removal of vehicles shall be subject to the BHA/WCHA towing policy, and the BHA/WCHA towing procedures adopted by BHA/WCHA Management.

**ABANDONED AND INOPERABLE VEHICLES.** Vehicles which have been abandoned, are not operable, or do not have license tabs shall be stickered with a notice that requires the vehicle to be removed from the property within the time frame set forth in the BHA/WCHA procedures, or it will be towed at the owner's expense pursuant to the Towing Procedures adopted by BHA/WCHA Management.

**IMPROPERLY PARKED VEHICLE.** All vehicles shall be parked in areas designated for vehicles. Vehicles parked in areas not designated for vehicles, including but not limited to sidewalks, flower beds, yards, lawns, driveways, entryways, areas marked no parking, shall be deemed a "Improperly Parked Vehicle." All Improperly Parked Vehicles are subject to immediate towing at the owner's sole expense, pursuant to the Towing Procedures adopted by BHA/WCHA Management.

**DANGEROUS VEHICLES.** Dangerous Vehicles include, but are not limited to vehicles that pose an immediate danger to the health or safety of the Residents and/or their guests. Such vehicles include, but are not limited to those parked in fire lanes, blocked up on jack stands or other devices, vehicles requiring blocks under the wheels to prevent them from rolling, and/or vehicles with attachments, parts or pieces, whether original equipment or otherwise, that may by their nature, location and/or configuration could cause injury or damage to persons or other property. Dangerous vehicles are subject to immediate towing at the owner's sole expense, pursuant to the Towing Procedures adopted by BHA/WCHA Management.

## **24.0 INFORMAL REVIEW AND GRIEVANCE POLICY**

The purpose of this policy is to set forth the requirements, standards and criteria for informal reviews and a grievance procedure to be established and implemented by the BHA/WCHA to assure that a Tenant is afforded an opportunity for a hearing if the Tenant disputes within a reasonable time any BHA/WCHA action or failure to act involving the Tenant's lease with the BHA/WCHA or BHA/WCHA regulations which adversely affect the individual Tenant's rights, duties, welfare or status.

This Grievance Policy, including informal review policies and requirements shall be applicable to all individual grievances as defined below between the Tenant and the BHA/WCHA. The Grievance Policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the BHA/WCHA Board of Commissioners. Informal review and grievance procedures shall be adopted by the BHA/WCHA Management.

#### **24.1 *INFORMAL REVIEW***

Any grievance shall be personally presented, either orally or in writing, to the BHA/WCHA office or to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. A written grievance must be signed by the complainant. The grievance must be presented within 10 days following the action or failure to act that is the basis of the grievance. The grievance may be simply stated, but must include, at a minimum, the following:

The grounds upon which the grievance is made or based;

The action requested to be taken.

The names, address and phone number of the complainant and similar information about the complainant's representative.

Within 10 working days of the informal discussion, a summary of the discussion will be given to the complainant by the BHA/WCHA representative. One copy will be filed in the Tenant's file. The summary will include: names of participant, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

#### **DISSATISFACTION WITH AN INFORMAL CONFERENCE**

A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Tenant and one retained in the BHA/WCHA's Tenant file. The

summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing may be obtained under this policy if the complainant is not satisfied.

## **24.2 GRIEVANCE POLICY**

- A. DEFINITIONS.** For the purpose of this policy, the following definitions are applicable:

**Grievance** shall mean any dispute which a Tenant may have with respect to BHA/WCHA action or failure to act in accordance with the individual Tenant's lease or BHA/WCHA policy, procedures or regulations that adversely affect the individual Tenant's rights, duties, welfare or status.

**Complainant** shall mean any Tenant whose grievance is presented to the BHA/WCHA or at the project management office in accordance with this policy.

**Hearing officer** shall mean a person selected in accordance with this policy to hear grievances and render a decision with respect thereto.

**Hearing panel** shall mean a panel selected in accordance with this policy to hear grievances and render a decision with respect thereto.

**Tenant** shall mean the adult person (or persons) (other than a live-in aide): (1) who resides in the unit and who executed the lease with the BHA/WCHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) who resides in the unit and who is the remaining head of household of the Tenant family residing in the dwelling unit. **(g)** Resident organization includes a resident management corporation.

- B. REQUEST FOR HEARING.** The complainant shall submit a written request for a hearing to the BHA/WCHA or the project office within a reasonable time after receipt of the summary of discussion as set forth above. For a grievance under the expedited Grievance Policy herein, the complainant shall submit such expedited request at such time as is specified by the BHA/WCHA for a grievance under the expedited Grievance Policy and/or procedure. The written request shall specify: (1) the reasons for the grievance; and (2) the action or relief sought. A grievance hearing shall be conducted by an impartial person or persons appointed by the BHA/WCHA, other than a person who made or approved the BHA/WCHA action under review or a subordinate of such person. The BHA/WCHA has followed the

following method for the appointment of a hearing officer: Appointment of a person or persons (who may be an officer or employee of the BHA/WCHA) selected in the manner required under the BHA/WCHA grievance procedure.

- C. FAILURE TO REQUEST A HEARING.** If the complainant does not request a hearing in accordance with this paragraph, then the BHA/WCHA's disposition of the grievance under the informal process above shall become final. Provided, that failure to request a hearing shall not constitute a waiver by the complainant of his or her right thereafter to contest the BHA/WCHA's action in disposing of the complaint in an appropriate judicial proceeding.
- D. HEARING PREREQUISITE.** All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed above as a condition precedent to a hearing under this section: Provided, that if the complainant shall show good cause why he failed to proceed in accordance with the informal procedure to the hearing officer, the provisions of this subsection may be waived by the hearing officer.
- E. ESCROW DEPOSIT.** Before a hearing is scheduled in any grievance involving the amount of rent which the BHA/WCHA claims is due, the complainant shall pay to the BHA/WCHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. These requirements may be waived by the BHA/WCHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure: Provided, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the BHA/WCHA's disposition of his or her grievance in any appropriate judicial proceeding.
- F. SCHEDULING OF HEARINGS.** Upon complainant's compliance with the foregoing requirements for the filing of a grievance and the request of a hearing, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the BHA/WCHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate BHA/WCHA official.
- G. EXPEDITED GRIEVANCE PROCEDURE.** (1) The BHA/WCHA may establish an expedited grievance procedure for any grievance concerning a

termination of tenancy or eviction that involves: (i) Any criminal activity or activity that would be considered a crime that threatens the health, safety, or right to peaceful enjoyment of the BHA/WCHA's public housing premises by other Residents or employees of the BHA/WCHA, or (ii) Any drug-related criminal activity on or near such premises. (2) In the case of a grievance under the expedited grievance procedure, informal settlement of grievances/procedures is not applicable. (3) Subject to the requirements of this section, the BHA/WCHA may adopt special procedures concerning a hearing under the expedited grievance procedure, including provisions for expedited notice or scheduling, or provisions for expedited decision on the grievance.

## **H. PROCEDURES GOVERNING THE HEARING.**

- (a) The hearing shall be held before a hearing officer.
- (b) The complainant shall be afforded a fair hearing, which shall include:
  - (1) The opportunity to examine before the grievance hearing any BHA/WCHA documents, including records and regulations, which are directly relevant to the hearing. The Tenant shall be allowed to copy any such document at the Tenant's expense. If the BHA/WCHA does not make the document available for examination upon request by the complainant, the BHA/WCHA may not rely on such document at the grievance hearing.
  - (2) The right to be represented by counsel or other person chosen as the Tenant's representative, and to have such person make statements on the Tenant's behalf;
  - (3) The right to a private hearing unless the complainant requests a public hearing;
  - (4) The right to present evidence and arguments in support of the Tenant's complaint, to controvert evidence relied on by the BHA/WCHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the BHA/WCHA or project management relies; and
  - (5) A decision based solely and exclusively upon the facts presented at the hearing.

- (c) The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.
- (d) If the complainant or the BHA/WCHA fails to appear at a scheduled hearing, the hearing officer panel may make a determination to postpone the hearing for not to exceed 5 business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the BHA/WCHA shall be notified of the determination by the hearing officer: Provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the BHA/WCHA's disposition of the grievance in an appropriate judicial proceeding.
- (e) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the BHA/WCHA must sustain the burden of justifying the BHA/WCHA action or failure to act against which the complaint is directed.
- (f) The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require the BHA/WCHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- (g) The complainant or the BHA/WCHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- (h) Accommodation of persons with disabilities.
  - (1) The BHA/WCHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

- (2) If the Tenant is visually impaired, any notice to the Tenant that is required under this subpart must be in an accessible format.

## **I. DECISION OF THE HEARING OFFICER.**

- (a) The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefor, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the BHA/WCHA. The BHA/WCHA shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the BHA/WCHA and made available for inspection by a prospective complainant, his or her representative, or the hearing officer.
- (b) The decision of the hearing officer shall be binding on the BHA/WCHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the BHA/WCHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that
  - (1) The grievance does not concern BHA/WCHA action or failure to act in accordance with or involving the complainant's lease on BHA/WCHA regulations, which adversely affect the complainant's rights, duties, welfare or status;
  - (2) The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the BHA/WCHA.
- (c) A decision by the hearing officer, or Board of Commissioners in favor of the BHA/WCHA, or which denies the relief requested by the complainant in whole or in part, shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

### **24.3 HOUSING AUTHORITY EVICTION ACTIONS**

If a Tenant has requested a hearing in accordance with these duly adopted Grievance procedures on a complaint involving a BHA/WCHA notice of termination of tenancy,

and the hearing officer upholds the BHA/WCHA action, the BHA/WCHA shall not commence an eviction action until it has served a notice to vacate on the Tenant.

Such notice to vacate must be in writing and specify that if the Tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, which ever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

#### **24.4 APPEALS BY APPLICANTS**

Applicants who are determined ineligible, who do not meet the BHA/WCHA admission standards, or where the BHA/WCHA does not have an appropriate size and type of unit in its inventory, will be given written notification promptly, including the reason for the determination. Ineligible applicants will be promptly notified and provided with a letter detailing their individual status stating the reason for their ineligibility and offering them an opportunity for an informal hearing. If the applicant requests an informal hearing, the BHA/WCHA will provide an informal hearing within 30 working days of receiving the request. The BHA/WCHA will notify the applicant of the place, date and time. Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence along with the data compiled by the BHA/WCHA which will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 15 working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing do not apply to BHA/WCHA determinations that affect applicants.

#### **24.5 HEARING AND APPEAL PROVISION FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"**

- A. ASSISTANCE. Assistance to a family may not be delayed, denied, reduced or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to the family may not be delayed, denied, reduced, or terminated while the BHA/WCHA hearing is pending but assistance to an applicant may be delayed as allowed by applicable HUD regulations

- B. INS DETERMINATION OF INELIGIBILITY.** If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the BHA/WCHA notifies the applicant or tenant within 10 days of his or her right to appeal to the INS within 30 days or to request an informal hearing with the BHA/WCHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the BHA/WCHA a copy of the appeal and proof of mailing or the BHA/WCHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a BHA/WCHA hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the “Grievance Policy” for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members, the BHA/WCHA will:

- Deny the applicant family.
- Defer termination if the family is a participant and qualifies for deferral.
- Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, the BHA/WCHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and childcare expenses for children less than 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Assistance applicant:** A family or individual that seeks admission to the public housing program.

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Community service:** The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. *[1937 Act]*

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes but is not limited to:

- A. A family with or without children;

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- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is

more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Income Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors,

dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Mixed population development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an

applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Participant:** A family or individual that is assisted by the public housing program.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Previously unemployed:** This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency (BHA/WCHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV 2, 3-5b.)

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  - 3. because a family member has not complied with other welfare agency requirements.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Tenant Payment (TTP):**

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :

- a. 30% of the family's monthly adjusted income;
- b. 10% of the family's monthly income; or
- c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107,

as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603).

**Very Low-Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

## ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
BHA/WCHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

# **APPENDIX I: ADDENDUM FOR PROGRAM INTEGRITY**

## **PROGRAM INTEGRITY ADDENDUM**

### **INTRODUCTION**

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. The BHA/WCHA is committed to assure that the proper level of benefits is paid to all tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The BHA/WCHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Section outlines the BHA/WCHA's policies for the prevention, detection and investigation of program abuse and tenant fraud.

### **A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will the BHA/WCHA undertake an inquiry or an audit of a tenant family arbitrarily. The BHA/WCHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The BHA/WCHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the BHA/WCHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to the BHA/WCHA's attention, to investigate such claims.

The BHA/WCHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. The BHA/WCHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a tenant family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

Internal File Review. A follow-up will be made if BHA/WCHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the BHA/WCHA's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if the BHA/WCHA receives independent verification or documentation which conflicts with representations in the tenant file (such as public record information or credit bureau reports, reports from other agencies).

## **B. STEPS THE BHA/WCHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Resident Counseling. The BHA/WCHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Tenant Certification. All family representatives will be required to sign a "Tenant Certification" form, as contained in HUD's Tenant Integrity Program Manual.

## **C. STEPS THE BHA/WCHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The BHA/WCHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Observation. The BHA/WCHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

**D. THE BHA/WCHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The BHA/WCHA staff will encourage all tenant families to report suspected abuse to Director of Housing Programs. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The HA will not follow up on allegations which are vague or otherwise non-specific. The HA will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a tenant of the BHA/WCHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the BHA/WCHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Director of Housing Programs will initiate an investigation to determine if the allegation is true or false.

**E. HOW THE BHA/WCHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the BHA/WCHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the BHA/WCHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the BHA/WCHA's review.

Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the BHA/WCHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. The BHA/WCHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate BHA/WCHA office. A high standard of courtesy and professionalism will be maintained by the BHA/WCHA Staff Person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

#### **F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE BHA/WCHA**

Documents and other evidence obtained by the BHA/WCHA during the course of an investigation will be considered "work product" and will either be kept in the tenant file, or in a separate "work file." In either case, the tenant file or work file shall be kept in a secure location. Such cases under review will not be discussed among BHA/WCHA Staff unless they are involved in the process, or have information which may assist in the investigation.

#### **G. CONCLUSION OF THE BHA/WCHA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

## **H. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the BHA/WCHA will review the facts to determine:

The type of violation. (Procedural, non-compliance, fraud.)

Whether the violation was intentional or unintentional.

What amount of money (if any) is owed by the tenant.

Is the family eligible for continued occupancy.

## **I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

Once a program violation has been documented, the BHA/WCHA will propose the most appropriate remedy based upon the type and severity of the violation.

### **Procedural Non-compliance**

This category applies when the tenant "fails to" observe a procedure or requirement of the BHA/WCHA , but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the BHA/WCHA .

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

A description of the non-compliance and the procedure, policy or obligation which was violated.

The date by which the violation must be corrected, or the procedure complied with.

The action that will be taken by the BHA/WCHA if the procedure or obligation is not complied with by the date specified by the BHA/WCHA.

The consequences of repeated (similar) violations.

### **Intentional Misrepresentations**

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, the BHA/WCHA will evaluate whether or not:

the tenant had knowledge that his/her actions were wrong, and

that the tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certification, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrong-doing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the tenant of the misrepresentation.

That the act was done repeatedly.

If a false name or Social Security Number was used.

If there were admissions to others of the illegal action or omission.

That the tenant omitted material facts that were known to them (e.g., employment of self or other household member).

That the tenant falsified, forged or altered documents.

That the tenant uttered and certified to statements at a rent (re)determination that were later independently verified to be false.

### **Dispositions of Cases Involving Misrepresentations**

In all cases of misrepresentations involving efforts to recover moneys owed, the BHA/WCHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If the BHA/WCHA has established criminal intent, and the case meets the criteria for prosecution, the BHA/WCHA may:

Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

Administrative Remedies: The BHA/WCHA may:

Terminate tenancy and demand payment of restitution in full.

Terminate tenancy and execute an administrative repayment agreement in accordance with the BHA/WCHA's Repayment Policy.

Terminate tenancy and pursue restitution through civil litigation.

Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the BHA/WCHA's repayment policy.

## APPENDIX II: PET LEASE ADDENDUM

### RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I, \_\_\_\_\_ agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by my pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a non-refundable annual fee of \$\_\_\_\_\_ to the BHA/WCHA to cover some of the additional operating costs incurred by the BHA/WCHA. I also understand that this fee is due and payable prior to the execution of this lease addendum and each twelve (12) months thereafter.

I agree to maintain the following minimum property damage and liability insurance for my pet or my own actions or negligence related to my pet, with the BHA/WCHA added as an additional insured \_\_\_\_\_

I agree to pay a refundable pet deposit of \$\_\_\_\_\_ to the BHA/WCHA. The Annual Fee and Initial Deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by the Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to the Tenant after the premises are vacated and all keys have been returned.

I agree and understand that all information concerning my pet(s) must be updated annually and provided to the BHA/WCHA at the Annual Reexamination. Annual Fees shall be payable in full twelve (12) months from the approval date.

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Bellingham Housing Authority  
Whatcom County Housing Authority

ACOP  
July 10, 2001

I agree and understand that violating this lease addendum may result in the removal of the pet(s) from the property of the BHA/WCHA and/or eviction. I also understand that I may not be allowed to own any type of pet in the future while being an occupant of the BHA/WCHA.

I also understand that I must obtain prior approval from the Housing Authority before making a change of a pet for which this policy was approved, or adding a second pet. Also, a picture of the pet(s) will be taken by the Housing Authority staff for documentation.

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Head of Household Signature

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Date

---

Housing Authority Representative Signature

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Date

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Bellingham Housing Authority  
Whatcom County Housing Authority

ACOP  
July 10, 2001

CIAP Budget/Progress Report  
Part I: Summary  
Comprehensive Improvement Assistance Program (CIAP)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-9944 (Exp. 1/31/96)

HA Name				Modernization Project Number		FFY of Grant Approval	
Housing Authority of Whatcom County				WA19P041907-96		1996	
<input checked="" type="checkbox"/> Original CIAP Budget <input type="checkbox"/> Revised CIAP Budget/Revision Number <input type="checkbox"/> Progress Report for Period Ending <input type="checkbox"/> Final Progress Report							
Line No.	Summary by Development Account	Total Funds Approved		Total Funds		Obligated	Expended
		Original	Revised				
1	Total Non-CIAP Funds	\$0.00					
2	1408 Management Improvements	\$0.00					
3	1410 Administration	\$67,300.00					
4	1415 Liquidated Damages	\$0.00					
5	1430 Fees and Costs	\$96,230.00					
6	1440 Site Acquisition	\$0.00					
7	1450 Site Improvement	\$7,000.00					
8	1460 Dwelling Structures	\$430,600.00					
9	1465.1 Dwelling Equipment-Nonexpendable	\$25,650.00					
10	1470 Nondwelling Structures	\$2,720.00					
11	1475 Nondwelling Equipment	\$0.00					
12	1495.1 Relocation Costs	\$43,500.00					
13	Amount of CIAP Grant (Sum of lines 2-12)	\$673,000.00	\$0.00	\$0.00		\$0.00	\$0.00
14	Amount of line 13 Related to LBP Testing	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
15	Amount of line 13 Related to LBP Abatement	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
16	Amount of line 13 Related to Section 504 Compliance	\$41,000.00	\$0.00	\$0.00		\$0.00	\$0.00
Signature of Executive Director and Date		HUD Certification: In approving this budget and providing assistance to a specific housing development(s), I hereby certify that the assistance will not be more than is necessary to make the assisted activity feasible after taking into account assistance from other government sources (24 CFR 12.50).					
<input checked="" type="checkbox"/>		Signature of Field Office Manager (or Regional Public Housing Director in co-located office)OIP Director and Date					
		<input checked="" type="checkbox"/>					

form HUD-52825 (3/93)  
ref Handbook 7485.1

CIAP Budget/Progress Report

Part II: Supporting Pages

Comprehensive Improvement Assistance Program (CIAP)

Comprehensive Grant Program (CGP)

Development Number	Description of Work Items	Development Account Number	Funds Approved			Funds Obligated	Funds Expended
			Original	Revised (1)	Difference		
41-2B The Birches	SITE WORK & TREE REMOVAL	1450					
	Replace sidewalks, driveways, site drainage, and tree removal.		\$4,000				
	INSTALL PLAYGROUND EQUIPMENT	1450					
	Install accessible play equipment.		\$1,000				
	REPLACE FENCE	1450	\$1,000				
	LANDSCAPING	1450	\$1,000				
	<b><u>SUBTOTAL</u></b>		<b>\$7,000</b>				
	INTERIOR RENOVATION OF UNITS	1460					
			\$430,600				
	<b><u>SUBTOTAL</u></b>		<b>\$430,600</b>				
	RANGES/REFRIGERATORS	1465.1					
			\$25,650				
	<b><u>SUBTOTAL</u></b>		<b>\$25,650</b>				
	ENLARGE MAINTENANCE SHOP/GROUNDS	1470					
			\$2,720				
	<b><u>SUBTOTAL</u></b>		<b>\$2,720</b>				

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

PHA/WIDE Admin	Admin. Salaries	1410.1	\$45,764				
	Benefits	1410.9	\$19,517				
	Sundry	1410.19	\$2,019				
	<b><u>SUBTOTAL</u></b>		<b>\$67,300</b>				
PHA/.WIDE Fees & Costs	ARCHITECT FEES	1430.1	\$82,230				
	ASBESTOS CONSULTANT						
	Testing and Monitoring	1430.2	\$14,000				
	<b><u>SUBTOTAL</u></b>		<b>\$96,230</b>				

form HUD-52825 (3/93)  
ref Handbook 7485.1

CIAP Budget/Progress Report

Part II: Supporting Pages

Comprehensive Improvement Assistance Program (CIAP)

Comprehensive Grant Program (CGP)

Development Number	Description of Work Items	Development Account Number	Funds Approved			Funds Obligated	Funds Expended
			Original	Revised (1)	Difference		
PHA/WIDE Relocation	RELOCATION	1495.1	\$43,500				
	<u>SUBTOTAL</u>		\$43,500				
	GRAND TOTAL		\$673,000				

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

form HUD-52825 (3/93)  
ref Handbook 7485.1

HA Name	Modernization Project Number	FFY of Grant Approval
Housing Authority of Whatcom County	WA19P041907-96	1996

Original CIAP Budget ☒ Revised CIAP Budget/Revision Number 1 Progress Report for Period Ending \_\_\_\_\_ Final Progress Report

Line No.	Summary by Development Account	Total Funds Approved		Total Funds	
		Original	Revised	Obligated	Expended
1	Total Non-CIAP Funds	\$0.00	\$0.00		
2	1408 Management Improvements	\$0.00	\$0.00		
3	1410 Administration	\$67,300.00	\$67,300.00		
4	1415 Liquidated Damages	\$0.00	\$0.00		
5	1430 Fees and Costs	\$96,230.00	\$86,230.00		
6	1440 Site Acquisition	\$0.00	\$0.00		
7	1450 Site Improvement	\$7,000.00	\$7,000.00		
8	1460 Dwelling Structures	\$430,600.00	\$440,600.00		
9	1465.1 Dwelling Equipment-Nonexpendable	\$25,650.00	\$25,650.00		
10	1470 Nondwelling Structures	\$2,720.00	\$2,720.00		
11	1475 Nondwelling Equipment	\$0.00	\$0.00		
12	1495.1 Relocation Costs	\$43,500.00	\$43,500.00		
13	Amount of CIAP Grant (Sum of lines 2-12)	\$673,000.00	\$673,000.00	\$0.00	\$0.00
14	Amount of line 13 Related to LBP Testing	\$0.00	\$0.00	\$0.00	\$0.00
15	Amount of line 13 Related to LBP Abatement	\$0.00	\$0.00	\$0.00	\$0.00
16	Amount of line 13 Related to Section 504 Compliance	\$41,000.00	\$41,000.00	\$0.00	\$0.00

Signature of Executive Director and Date	HUD Certification: In approving this budget and providing assistance to a specific housing development(s), I hereby certify that the assistance will not be more than is necessary to make the assisted activity feasible after taking into account assistance from other government sources (24 CFR 12.50).
<input checked="" type="checkbox"/>	Signature of Field Office Manager (or Regional Public Housing Director in co-located office)OIP Director and Date
	<input checked="" type="checkbox"/>

form HUD-52825 (3/93)  
ref Handbook 7485.1

CIAP Budget/Progress Report

Part II: Supporting Pages

Comprehensive Improvement Assistance Program (CIAP)

Comprehensive Grant Program (CGP)

Development Number	Description of Work Items	Development Account Number	Funds Approved			Funds Obligated	Funds Expended
			Original	Revised (1)	Difference		
41-2B The Birches	SITE WORK & TREE REMOVAL	1450	\$4,000	\$6,970	\$2,970		
	Replace sidewalks, driveways, site drainage, and tree removal.						
	INSTALL PLAYGROUND EQUIPMENT	1450	\$1,000	\$10	(\$990)		
	Install accessible play equipment.						
	REPLACE FENCE	1450	\$1,000	\$10	(\$990)		
	LANDSCAPING	1450	\$1,000	\$10	(\$990)		
	<b>SUBTOTAL</b>		<b>\$7,000</b>	<b>\$7,000</b>	<b>\$0</b>		
	COMPLETION OF EXTERIOR RENOVATION	1460	\$0	\$10,000	+\$10,000		
	INTERIOR RENOVATION OF UNITS	1460	\$430,600	\$430,600	\$0		
	<b>SUBTOTAL</b>		<b>\$430,600</b>	<b>\$440,600</b>	<b>\$10,000</b>		
	RANGES/REFRIGERATORS	1465.1	\$25,650	\$25,650	\$0		
	<b>SUBTOTAL</b>		<b>\$25,650</b>	<b>\$25,650</b>	<b>\$0</b>		
	ENLARGE MAINTENANCE SHOP/GROUNDS	1470	\$2,720	\$2,720	\$0		
	<b>SUBTOTAL</b>		<b>\$2,720</b>	<b>\$2,720</b>	<b>\$0</b>		

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

form HUD-52825 (3/93)  
ref Handbook 7485.1

PHA/WIDE Admin	Admin. Salaries	1410.1	\$45,764	\$45,764	\$0		
	Benefits	1410.9	\$19,517	\$19,517	\$0		
	Sundry	1410.19	\$2,019	\$2,019	\$0		
	<b>SUBTOTAL</b>		<b>\$67,300</b>	<b>\$67,300</b>	<b>\$0</b>		
PHA/. WIDE Fees & Costs	ARCHITECT FEES	1430.1	\$82,230	\$72,230	(\$10,000)		
	ASBESTOS CONSULTANT Testing and Monitoring	1430.2	\$14,000	\$14,000	\$0		
	<b>SUBTOTAL</b>		<b>\$96,230</b>	<b>\$86,230</b>	<b>(\$10,000)</b>		
PHA/WIDE Relocation	RELOCATION	1495.1	\$43,500	\$43,500	\$0		

Development Number	Description of Work Items	Development Account Number	Funds Approved			Funds Obligated	Funds Expended
			Original	Revised (1)	Difference		
	SUBTOTAL						
			\$43,500	\$43,500	\$0		
	GRAND TOTAL		\$673,000	\$673,000	\$0		

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

form HUD-52825 (3/93)  
ref Handbook 7485.1

Annual Statement/Performance and Evaluation Report  
Part III: Implementation Schedule  
Comprehensive Grant Program (CGP)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Development Number	First Architect/Engineer Contract Awarded			All Funds Obligated			All Funds Expended		
	Original	Revised	Actual	Original	Revised	Actual	Original	Revised	Actual
41-2 THE BIRCHES Interior Renovation	06/30/1998	06/30/1998		06/30/1998	06/30/1998		06/30/1999	06/30/1999	
Completion of Exterior Renovation in CIAP 906-95	12/31/1995	12/31/1995		06/30/1997	06/30/1997		0/0/00	06/30/1998	
<b><u>PHA/WIDE</u></b>									
Architect Fees	06/30/1998	06/30/1998		06/30/1998	06/30/1998		06/30/1999	06/30/1999	
Consultant Fees	06/30/1998	06/30/1998		06/30/1998	06/30/1998		06/30/1999	06/30/1999	
Relocation	06/30/1998	06/30/1998		06/30/1998	06/30/1998		06/30/1999	06/30/1999	

# CAPITAL FUND PROGRAM

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name <b>HOUSING AUTHORITY OF THE CITY OF BELLINGHAM</b>		Grant Type and Number Capital Fund Program Grant No. <b>WA19P02550101</b> Replacement Housing Factor Grant No.		FFY of Grant Approval <b>2001</b>	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserves for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no. ___ ) Performance and Evaluation Report for Period Ending: _____            Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Costs		Total Actual Costs	
		Original	Revised	Obligated	Expended
1	Total Non-CFP Funds	\$0.00	\$0.00		
2	1406 Operations	\$140,010.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	\$58,599.00	\$0.00	\$0.00	\$0.00
4	1410 Administration	\$95,000.00	\$0.00	\$0.00	\$0.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$10,000.00	\$0.00	\$0.00	\$0.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$21,000.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$315,527.00	\$0.00	\$0.00	\$0.00
11	1465.1 Dwelling Equipment-Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$8,000.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$51,915.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities	\$0.00	\$0.00	\$0.00	\$0.00
19	1501 Collateralization or Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
20	1502 Contingency	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of Annual Grant (Sum of lines 2-20)	\$700,051.00	\$0.00	\$0.00	\$0.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				
Signature of Executive Director and Date  <b>X</b>		Signature of Field Office Manager (or Regional Public Housing Director in co-located office) OIP Director and Date  <b>X</b>			

Annual Statement/Performance and Evaluation Report								
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)								
Part II: Supporting Pages								
PHA Name: <b>Bellingham Housing Authority</b>		Grant Type and Number Capital Fund Program Grant No: <b>WA19P025501-01</b> Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2001</b>		
Development Number	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
25-3	Roof Replacement	1460	100%	131,527.00				
25-6	Interior Remodel	1460	12 Units	184,000.00				
25-10	Improve Walks & Driveways	1450	4 Sites	21,000.00				
PHA Wide WA19P025	<b>PHYSICAL IMPROVEMENTS</b>			336,527.00				
	Operations	1406		140,010.00				
Mangmt	Community Safety Services	1408		35,500.00				
	Resident Services Coordinator	1408		20,000.00				
	Computer Software	1408		1,599.00				
	Staff Training	1408		1,500.00				
	<b>TOTAL MANAGEMENT</b>			58,599.00				
Admin	Non Tech Salaries	1410.01		50,735.00				
	Non Tech Salaries-Inspector Exempt from 10% limit	1410.02		19,500.00				
	Benefits	1410.09		18,765.00				
	Benefits for Inspector (exempt from 10% limit)	1410.09		5,500.00				
	Sundry	1410.19		500.00				
	<b>TOTAL ADMIN</b>			95,000.00				
Fees &	A & E Fees	1430		10,000.00				
Non Dwell Equip	Computer Hardware	1475		8,000.00				
	Relocation	1495.01		51,915.00				

Development Number	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	TOTAL PHA WIDE			69,915.00				
				700,051.00				
Signature of Executive Director and Date				Signature of Public Housing Director & Date				

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
025-3 Chuckanut Sq.	03/31/2003			03/31/2004			
025-6 Texas Meadows	03/31/2003			03/31/2004			
25-010 Scattered Sites	03/31/2003			03/31/2004			
Operations	10/31/2002			10/31/2002			
Management	03/31/2003			03/31/2004			
Fees & Costs	03/31/2003			03/31/2004			
Relocation	03/31/2003			03/31/2004			

**Capital Fund Program Five-Year Action Plan**  
**Part I: Summary**

HA Name:		<b>HOUSING AUTHORITY OF THE CITY OF BELLINGHAM</b>		<input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision No.: _____	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2002 PHA FY: 2001	Work Statement for Year 3 FFY Grant: 2003 PHA FY: 2002	Work Statement for Year 4 FFY Grant: 2004 PHA FY: 2003	Work Statement for Year 5 FFY Grant: 2005 PHA FY: 2004
25-01 Lincoln Sq	See Annual Statement	\$20,200	\$20,200	\$20,200	\$20,200
25-02 Washington Sq		\$18,460	\$18,460	\$18,460	\$18,460
25-03 Chuckanut Sq		\$20,200	\$20,200	\$20,200	\$20,200
25-04 Parkway Homes		\$20,900	\$65,940	\$74,573	\$20,900
25-05 Falls Park Homes		\$105,249	\$84,111	\$65,978	\$96,814
25-06 Texas Meadows		\$100,522	\$84,050	\$64,018	\$22,070
25-07 Hillside Homes		\$17,400	\$17,021	\$17,400	\$19,900
25-10 Scattered Sites		\$25,011	\$22,500	\$47,153	\$113,898
25-15 Trailside		\$1,000	\$1,000	\$1,000	\$1,000
HA-Wide		\$371,109	\$366,569	\$371,069	\$366,609
CFP Funds Listed for 5-year planning		\$700,051	\$700,051	\$700,051	\$700,051
Replacement Housing Factor Funds					

# Capital Fund Program Five-Year Action Plan

## Part II: Supporting Pages

Activities for Year 1	Activities for Year: <u>2002</u> FFY Grant: PHA FY:			Activities for Year: <u>2003</u> FFY Grant: PHA FY:		
	Development Number/Name	Major Work Categories	Estimated Cost	Development Number/Name	Major Work Categories	Estimated Cost
See  Annual  Statement	25-01 Lincoln Square	Sidewalks/Curbs	\$2,500	25-01 Lincoln Square	Landscape/Site Work	\$1,500
		Landscape/Site Work	\$1,500		Floor Coverings	\$7,300
		Floor Coverings	\$7,200		Exterior Security Lightin	\$2,400
		Appliances	\$4,000		Appliances	\$4,000
		Interior Paint	\$5,000		Interior Paint	\$5,000
			\$20,200			\$20,200
	25-02 Washington Square	Floor Coverings	\$5,000	25-02 Washington Square	Floor Coverings	\$5,000
		Appliances	\$2,000		Appliances	\$3,000
		Paint Exterior	\$1,460		Interior Paint	\$10,460
		Paint Interior	\$10,000			
			\$18,460			\$18,460
	25-03 Chuckanut Square	Floor Coverings	\$7,500	25-03 Chuckanut Square	Landscape/Site Work	\$3,000
		Exterior Security Lightin	\$1,200		Floor Coverings	\$7,500
		Plumbing Fixtures	\$4,000		Appliances	\$4,000
		Appliances	\$4,000		Interior Paint	\$5,700
		Intrior Paint	\$3,500			
			\$20,200			\$20,200
	25-04 Parkway Homes	Sidewalks	\$2,500	25-04 Parkway Homes	Floor Coverings	\$15,000
		Landscap/Site Work	\$8,000		Interior Remodel	\$45,040
		Exterior Secruity Lightin	\$2,400		Exterior Paint	\$1,900
		Plumbing Fixtures	\$2,000		Appliances	\$4,000
		Interior Lighting	\$2,000			
		Appliances	\$4,000			\$65,940
	25-05 Falls Park Homes		\$20,900	25-05 Falls Park Homes		
		Landscap/Site Work	\$7,500		Sidewalks/Curbs	\$6,000
		Exterior Secruity Lightin	\$3,000		Landscape/Site Work	\$6,000
		Interior Lighting	\$5,000		Floor Coverings	\$4,000
		Appliances	\$4,000		Remodel Interiors	\$60,111
		Floor Coverings	\$5,000		Appliances	\$4,000
		Remodel Interiors	\$80,749		Exterior Paint	\$4,000
			\$105,249			\$84,111

	Activities for Year: <u>2002</u> (cont'd)			Activities for Year: <u>2003</u> (cont'd)		
	Development Number/Name	Major Work Categories	Estimated Cost	Development Number/Name	Major Work Categories	Estimated Cost
	25-6 Texas Meadows	Landscape/Site Work	\$3,500	25-06 Texas Meadows	Floor Coverings	\$15,000
		Floor Coverings	\$15,000		Interior Lighting	\$3,000
		Remodel Interiors	\$78,382		Remodel Interiors	\$61,980
		Appliances	\$2,070		Appliances	\$2,000
		Exterior Paint	\$1,570		Exterior Paint	\$2,070
			\$100,522			\$84,050
	25-7 Hillside Homes	Sidewalks	\$2,400	25-07 Hillside Homes	Floor Coverings	\$4,000
		Landscape/Site Work	\$3,000		Appliances	\$3,021
		Floor Coverings	\$8,000		Fences	\$10,000
		Appliances	\$4,000			\$17,021
			\$17,400			
	25-10 Scattered Sites	Floor Coverings	\$7,500	25-10 Scattered Sites	Floor Coverings	\$6,500
		Exterior Siding	\$10,000		Exterior Siding	\$10,000
		Interior Paint	\$3,930		Interior Paint	\$3,000
		Fences	\$1,581		Fences	\$1,000
		Appliances	\$2,000		Appliances	\$2,000
			\$25,011			\$22,500
	25-15 Trailside	Exterior Paint	\$1,000	25-15 Trailside	Landscape/Site Work	\$1,000
			\$1,000			\$1,000
	HA-Wide	Community Safety	\$35,500	HA-Wide	Community Safety	\$35,500
		Resident Service Coord	\$20,000		Resident Service Coord	\$20,000
		Computer Software	\$1,599		Computer Software	\$1,559
		Staff Training	\$1,500		Staff Training	\$1,500
		Operations	\$140,010		Operations	\$140,010
		Computer Hardware	\$5,000		Computer Hardware	\$5,000
		Relocation	\$4,500		Admin/Sundry	\$70,000
		Admin/Sundry	\$70,000		A & E Fees	\$10,000
		A & E Fees	\$10,000		Non-Tech Fees	\$25,000
		Non-Tech Fees	\$25,000		Non-Dwelling Equip	\$58,000
		Non-Dwelling Equip	\$58,000			\$366,569
			\$371,109			
	Total CFP Estimated Cost		\$700,051			\$700,051

Activities for Year 1	Activities for Year: <u>2004</u> FFY Grant: PHA FY:			Activities for Year: <u>2005</u> FFY Grant: PHA FY:		
	Development Number/Name	Major Work Categories	Estimated Cost	Development Number/Name	Major Work Categories	Estimated Cost
See  Annual  Statement	25-01 Lincoln Square	Sidewalks/Curbs	\$2,500	25-01 Lincoln Square	Asphalt/Repair/Stripe	\$5,000
		Landscape/Site Work	\$1,500		Landscape/Site Work	\$1,500
		Floor Coverings	\$7,200		Exterior Security Lightin	\$2,400
		Appliances	\$4,000		Plumbing/Fixtures	\$4,000
		Interior Paint	\$5,000		Interior Lighting	\$3,300
	25-02 Washington Square		\$20,200		Appliances	\$4,000
						\$20,200
		Floor Coverings	\$5,000	25-02 Washington Square	Walks/Curbs	\$5,000
		Appliances	\$4,000		Floor Coverings	\$5,000
		Interior Paint	\$9,460		Appliances	\$5,000
			\$18,460		Exterior Paint	\$3,460
						\$18,460
	25-03 Chuckanut Square	Floor Coverings	\$7,500	25-03 Chuckanut Square	Walks/Curbs	\$2,500
		Exterior Security Lightin	\$1,200		Floor Covering	\$7,500
		Interior Lighting	\$4,000		Appliances	\$4,000
		Appliances	\$4,000		Interior Paint	\$6,200
		Interior Paint	\$3,500			\$20,200
	25-04 Parkway Homes		\$20,200	25-04 Parkway Homes	Sidewalks	\$5,000
		Floor Coverings	\$15,000		Asphalt/Repair/Stripe	\$1,000
		Exterior Securit Lighting	\$2,400		Landscape/Site Work	\$3,000
		Interior Remodel	\$53,673		Plumbing/Fixtures	\$2,000
		Appliances	\$3,500		Fence	\$4,000
	25-05 Falls Park Homes		\$74,573		Exterior Paint	\$1,900
		Asphalt/Repair/Stripe	\$10,000		Appliances	\$4,000
		Landscape/Site Work	\$5,000			\$20,900
		Floor Covering	\$3,000	25-05 Falls Park Homes	Asphalt/Repair/Stripe	\$10,000
		Exterior Security Lightin	\$2,000		Floor Covering	\$7,000
		Remodel Interiors	\$41,978		Appliances	\$4,000
		Appliances	\$4,000		Exterior Paint	\$4,000
			\$65,978		Remodel Interiors	\$71,814
						\$96,814

	Activities for Year: <u>2004</u> (cont'd)			Activities for Year: <u>2005</u> (cont'd)		
	Development Number/Name	Major Work Categories	Estimated Cost	Development Number/Name	Major Work Categories	Estimated Cost
	25-07 Hillside Homes	Floor Covering	\$5,000	25-07 Hillside Homes	Asphalt/Repair/Stripe	\$5,500
		Exterior Security Lightin	\$2,000		Exterior Paint	\$4,070
		Plumbing/Fixtures	\$5,000			
		Remodel Interiors	\$41,980			
		Appliances	\$3,000			
		Exterior Paint	\$3,038			
			\$64,018			\$22,070
		Floor Covering	\$8,000		Sidewalks/Curbs	\$2,500
		Interior Lighting	\$5,400		Asphalt/Repair/Stripe	\$5,500
		Appliances	\$4,000		Landscape/Site Work	\$1,500

	25-10 Scattered Sites	Floor Covering Exterior Siding Remodel Interiors Interior Paint Fences Appliances		25-10 Scattered Sites	Floor Covering	\$2,500
					Exterior Security Lightin	\$2,200
					Plumbing/Fixtures	\$1,000
					Exterior Paint	\$4,700
						\$19,900
	25-15 Trailside	Asphalt/Repair/Stripe		25-15 Trailside	Walks/Curbs	\$2,500
					Landscape/SiteWork	\$1,500
					Floor Covering	\$7,500
					Exterior Security Lightin	\$1,200
					Plumbing/Fixtures	\$1,000
					Interior Lighting	\$1,000
	HA-Wide	Community Safety Resident Service Coord Computer Software Staff Training Operations Computer Hardware Relocation Admin/Sundry A & E Fees Non-Tech Fees Non-Dwelling Equip		HA-Wide	Roofs	\$2,500
					Remodel	\$90,817
					Interior Paint	\$3,000
					Fence	\$2,881
						\$113,898
					Security Lighting	\$1,000
						\$1,000

# Public Housing Drug Elimination Program Plan

## Housing Authority of the City of Bellingham

**Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.**

### Annual PHDEP Plan Table of Contents:

1. General Information/History
2. PHDEP Plan Goals/Budget
3. Milestones
4. Certifications

### Section 1: General Information/History

**A. Amount of PHDEP Grant \$** 129,725.00

**B. Eligibility type (Indicate with an "x")**      N1 \_\_\_\_\_ N2 \_\_\_\_\_ R x \_\_\_\_\_

**C. FFY in which funding is requested beginning** October 1, 2001

#### **D. Executive Summary of Annual PHDEP Plan**

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

The BHA will hire a Security Service Manager to coordinate all of the programs which are designed to reduce criminal drug activities in and around our public housing developments. These initiatives include providing public housing youth with a safe environment after school at the Boys and Girls Club to do home work study and education classes on how to stay away from drugs. Additionally BHA will provide Management Information Systems to track and report on program activities.

#### **E. Target Areas**

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
Agency Wide	528	822

#### **F. Duration of Program**

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an "x" to indicate the length of program by # of months. For "Other", identify the # of months).

**6 Months** \_\_\_\_\_ **12 Months** X \_\_\_\_\_ **18 Months** \_\_\_\_\_ **24 Months** \_\_\_\_\_ **Other** \_\_\_\_\_

## G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place “GE” in column or “W” for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1995	0				
FY 1996	0				
FY 1997	249,999	WA19DEP0250197	\$0.00		4-8-00
FY 1998	177,539	WA19DEP0250198	\$0.00		1-13-01
FY 1999	\$116,129	WA19DEP0250199	\$79,499.85		1-13-02
FY 2000	\$121,030	WA19DEP0250100	\$102,356.80		1-13-03

## Section 2: PHDEP Plan Goals and Budget

### A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

BHA will contract with the Bellingham Police Department to provide criminal background checks on all new public housing applicants and work on issues that will discourage drug activity in and around public housing developments. BHA will also hire a Security Services Manager to act as the liaison between the police department. Additional security cameras will be installed in public housing developments to discourage criminal drug activity at public housing sites. The BHA will contract with the Boys and Girls Club to provide a safe after school environment for public housing youth to study and participate in programs designed to educate youth about the dangers of using drugs.

### B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FY 2001 PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 - Reimbursement of Law Enforcement	40,868
9120 - Security Personnel	
9130 - Employment of Investigators	49,210
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	22,147
9160 - Drug Prevention	9,000
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	8,500
<b>TOTAL PHDEP FUNDING</b>	<b>129,725</b>

## C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 - Reimbursement of Law Enforcement					Total PHDEP Funding: \$40,868		
Goal(s)	Increase the perception of security in public housing developments						
Objectives	1. Reduce the incidents of crime in the developments and surrounding neighborhoods. 2. Screen out individuals with unsuitable criminal background history. 3. DARE and neighborhood watch meetings to educate residents in public housing and surrounding neighborhoods.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount/ Source)	Performance Indicators
1. Police Patrols			10-1-01	9-30-02	29,425	0.00	1
2. Criminal background checks			10-1-01	1-13-03	5,722	0.00	2
3. DARE			10-1-01	1-13-03	5,721	0.00	3

9120 - Security Personnel					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9130 - Employment of Investigators					Total PHDEP Funding: \$49,210		
Goal(s)	Increase the perception of security in public housing developments						
Objectives	1. Provide increased flexibility to respond to situations that create a specific high-risk activity.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1. Investigator			10-1-01	9-30-02	49,210	0.00	1
2.							
3.							

9140 - Voluntary Tenant Patrol						Total PHDEP Funding: \$	

Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9150 - Physical Improvements					Total PHDEP Funding: \$22,147		
Goal(s)	To enhance the perception of security in developments by security monitoring devices, improve locking devices, and enhance lighting were needed.						
Objectives	1. Provide the devices as needed at each development.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. Cameras			10-1-01	1-13-03	8,500	0.00	1
2. Locks			10-1-01	1-13-03	4,000	0.00	1
3. Lighting			10-1-01	1-13-03	9,647	0.00	1

9160 - Drug Prevention					Total PHDEP Funding: \$9,000		
Goal(s)	Create positive recreational and employment opportunities to deter criminal activity						
Objectives	1. Support Boys and Girls Clubs and insure membership availability for all children in public housing developments. Support transportation activities of Boys and Girls Clubs to ensure attendance. Ensure linkages with the Private Industry Council and residents to employment services.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. Boys and Girls Clubs	13	250	10-1-01	9-30-02	9,000	0.00	1
2.							
3.							

9170 - Drug Intervention					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9180 - Drug Treatment					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9190 - Other Program Costs					Total PHDEP Funds: \$8,500		
Goal(s)	Provide Management Information Services						
Objectives	1. Track and report on all initiatives						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1. Prorate M.I.S. position			10/1/01	9/30/02	8,500	0.00	1
2.							
3.							

### **Section 3: Expenditure/Obligation Milestones**

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

<b>Budget Line Item #</b>	<b>25% Expenditure of Total Grant Funds By Activity #</b>	<b>Total PHDEP Funding Expended (sum of the activities)</b>	<b>50% Obligation of Total Grant Funds by Activity #</b>	<b>Total PHDEP Funding Obligated (sum of the activities)</b>
<i>e.g Budget Line Item # 9120</i>	<i>Activities 1, 3</i>		<i>Activity 2</i>	
9110	1 2 3	29,425 5,722 5,721	1 2 3	29,425 5,722 5,721
9120				
9130	1	49,210	1	49,210
9140				
9150	1 2 3	8,500 4,000 9,647	1 2 3	8,500 4,000 9,647
9160	1	9,000	1	9,000
9170				
9180				
9190	1	8,500	1	8,500
<b>TOTAL</b>		<b>\$ 129,725</b>		<b>\$ 129,725</b>

### **Section 4: Certifications**

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the “PHA Certifications of Compliance with the PHA Plan and Related Regulations.”

### **Attachment wa025e03 – Definition of Substantial Deviation to the Plan**

A Substantial Change is any fundamental alteration of the agency's Mission or Goals and Objectives as determined by the Board of Commissioners. Any such change will be subject to all the review and approval requirements of the original Agency Plan as per HUD regulations.

## SECTION 8 ADMINISTRATIVE PLAN TABLE OF CONTENTS

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## SECTION 8 ADMINISTRATIVE PLAN

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### 1.0 EQUAL OPPORTUNITY

#### 1.1 FAIR HOUSING

It is the policy of the Bellingham Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Bellingham Housing Authority housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Bellingham Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Bellingham Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Bellingham Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Bellingham Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

#### 1.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Bellingham Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Bellingham Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Bellingham Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

#### 1.3 COMMUNICATION

Anyone requesting an application will also be given the opportunity to obtain a *Request for Reasonable Accommodation* form.

Notifications of reexamination, inspection, appointment, or termination of assistance will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

#### 1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Bellingham Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Bellingham Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Bellingham Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
  - 1. Would the accommodation constitute a fundamental program alteration? The Bellingham Housing Authority's business is housing. If the request would alter the fundamental business that the Bellingham Housing Authority conducts, that would not be reasonable. For instance, the Bellingham Housing Authority would deny a request to have the Bellingham Housing Authority do grocery shopping for the person with disabilities.
  - 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Bellingham Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the Bellingham Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Bellingham Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Bellingham Housing Authority's programs and services, the Bellingham Housing Authority retains the right to select the most efficient or economic choice. In addition, the BHA may propose alternative solutions in order to provide a reasonable accommodation.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The owner/manager has the right to collection an additional security deposit in order to insure that the unit is returned to its original condition. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

## **1.5 SERVICES FOR NON-ENGLISH SPEAKING PERSONS AND PARTICIPANTS**

To the fullest extent practicable the Bellingham Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English.

## **1.6 FAMILY/OWNER OUTREACH**

From time to time the Bellingham Housing Authority will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

The Bellingham Housing Authority will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The Bellingham Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings are intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Bellingham Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Bellingham Housing Authority staff.

The Bellingham Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend.

## **1.7 RIGHT TO PRIVACY**

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

## **1.8 REQUIRED POSTINGS**

The Bellingham Housing Authority will post, in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all Bellingham Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

### **1.9 NOTICE**

Unless otherwise stated in this document, “notice,” “prompt notice” and “proper notice” shall mean fourteen (14) calendar days from the date of a determining event such as a decision, action or notice on the part of the Bellingham Housing Authority, an applicant or a participant.

## **2.0 BELLINGHAM HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY**

This Section outlines the responsibilities and obligations of the Bellingham Housing Authority, the Section 8 Owners/Landlords, and the participating families.

### **2.1 BELLINGHAM HOUSING AUTHORITY RESPONSIBILITIES**

- A. The Bellingham Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Bellingham Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the Bellingham Housing Authority will:
  - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
  - 2. Explain the program to owners and families;
  - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
  - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
  - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
  - 6. Make efforts to help people with disabilities find satisfactory housing;
  - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
  - 8. Determine who can live in the assisted unit at admission and during the family’s participation in the program;
  - 9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
  - 10. Review the family’s request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
  - 11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
  - 12. Determine the amount of the housing assistance payment for a family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust Bellingham Housing Authority utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Bellingham Housing Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain Bellingham Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Bellingham Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program.

## **2.2 OWNER RESPONSIBILITY**

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
  1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
  2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
  3. Complying with equal opportunity requirements.
  4. Preparing and furnishing to the Bellingham Housing Authority information required under the HAP contract.
  5. Collecting from the family:
    - a. Any security deposit required under the lease.
    - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).

- c. Any charges for unit damage by the family.
- 6. Enforcing tenant obligations under the lease.
- 7. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. The owner is responsible for notifying the Bellingham Housing Authority sixty (60) days prior to any rent increase.

### **2.3 OBLIGATIONS OF THE PARTICIPANT**

This Section states the obligations of a participant family under the program.

- A. Supplying required information
  - 1. The family must supply any information that the Bellingham Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
  - 2. The family must supply any information requested by the Bellingham Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
  - 3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
  - 4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family
 

The family is responsible for any HQS breach caused by the family or its guests (see Section 12.2 B – Family Responsibility for HQS).
- C. Allowing Bellingham Housing Authority Inspection
 

The family must allow the Bellingham Housing Authority to inspect the unit at reasonable times and after at least 2 days notice.
- D. Violation of Lease
 

The family may not commit any serious or repeated violation of the lease.
- E. Family Notice of Move or Lease Termination
 

The family must notify the Bellingham Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.
- F. Owner Eviction Notice
 

The family must promptly give the Bellingham Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The Bellingham Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Bellingham Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Bellingham Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must promptly notify the Bellingham Housing Authority if any family member no longer resides in the unit within fourteen (14) calendar days.
4. If the Bellingham Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Bellingham Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Bellingham Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the Bellingham Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Bellingham Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Bellingham Housing Authority for this purpose. The family must notify the Bellingham Housing Authority of its absence from the unit on or before the fourteenth (14<sup>th</sup>) day of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Bellingham Housing Authority for absences exceeding 30 days. The Bellingham Housing Authority will make a determination within 7 calendar days of the request. Authorized absences may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

- 3. Other absences that are deemed necessary by the Bellingham Housing Authority
- I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).
- J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
- K. Crime by Family Members

The members of the family may not engage in drug-related or violent criminal activity.
- L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

## 3.0 ELIGIBILITY FOR ADMISSION

### 3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 – qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Bellingham Housing Authority screening criteria in order to be admitted to the Section 8 Program. The eligibility requirements apply to all forms of Section 8 assistance.

### 3.2 ELIGIBILITY CRITERIA

- A. Family status
  - 1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
    - a. Children temporarily absent from the home due to placement in foster care are considered family members.
    - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
  - 2. An **elderly family**, which is:
    - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
    - b. Two or more persons who are at least 62 years of age living together; or

- c. One or more persons who are at least 62 years of age living with one or more live-in aides.
- 3. A **near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
  - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
- 4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
- 5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- 6. A **remaining member of a tenant family** is a member of the family listed on the lease who continues to live in an assisted household after all other family members have left. Live-in aides, foster children and foster adults do not qualify as remaining family members.
- 7. A **single person** is the sole person listed on the lease and who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

- 1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a family that is:
  - a. An extremely low-income or a very low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act;
  - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
  - d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;

- e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing;
  - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance may decrease.
  3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
  4. Families who are moving into the Bellingham Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they are initially assisted under the program.
  5. Families who are moving into the Bellingham Housing Authority's jurisdiction under portability and who are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Bellingham Housing Authority program.
  6. Income limit restrictions do not apply to families transferring units within the Bellingham Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 11.5(K) for calculating rents under the noncitizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age and each family head and spouse regardless of age must sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD and the Bellingham Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the Bellingham Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Criminal background

The Bellingham Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Bellingham Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or through the FBI's National Crime Information Center (NCIC).

The applicant family will be denied if, as a result of its background investigation, the Housing Authority has a reasonable belief that during the preceding three years a family member has engaged in drug-related or violent criminal activities or other types of criminal activities that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons in the immediate vicinity. The Housing Authority may choose to deny eligibility if perceives a pattern of such criminal activity even if it occurred more than three years prior to the anticipated date of admission. This would be particularly true if the family member who committed the crimes was incarcerated for all or most of the past three years.

If the Bellingham Housing Authority has determined that a member of the applicant family was convicted of methamphetamine production at any time, that family will be banned from participation in the Section 8 assistance program for life.

The Bellingham Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

G. Suitability for tenancy

Additional screening is the responsibility of the owner. The Bellingham Housing Authority will provide the owner the names and addresses of the Voucher holder's current and previous landlords if available.

## **4.0 MANAGING THE WAITING LIST**

### **4.1 OPENING AND CLOSING THE WAITING LIST**

Opening of all Section 8 waiting lists will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

### **4.2 TAKING APPLICATIONS**

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences or targeted programs to which they may be entitled. This first phase results in the family's placement on the waiting list.

Applications will be accepted during regular business hours at:

208 Unity Street (Lower Level)  
Bellingham, Washington

Due to the demand for Section 8 assistance in the Bellingham Housing Authority jurisdiction, the Bellingham Housing Authority may take pre-applications on an open enrollment basis, depending on the length of the waiting list. When the waiting list is open, completed pre-applications will be accepted from all applicants.

Pre-applications may be made in person in accordance with the days and times specified in public notice. Pre-applications will be mailed to interested families upon request.

The completed pre-application will be dated and time stamped upon its return to the Bellingham Housing Authority. Each applicant will receive a receipt from the Housing Authority that identifies the date and time that the application was received.

Persons with disabilities who require a reasonable accommodation in completing a pre-application may call the Bellingham Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (360) 676-2140.

Upon receipt of the family's pre-application, the Bellingham Housing Authority will make a preliminary determination of eligibility. If the Bellingham Housing Authority determines the family to be ineligible, a written notice will be sent to the applicant family stating the reasons for the ineligibility and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Bellingham Housing Authority will annotate the applicant's file and will, whenever necessary, update their place on the waiting list. Confirmation of the changes that affect waiting list status will be given to the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list (see Section 4.4). The Bellingham Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

#### **4.3 ORGANIZATION OF THE WAITING LIST**

The Bellingham Housing Authority uses a single waiting list for admissions to the Section 8 tenant based assistance program awarded to the HA for use in all of Whatcom County. Within this waiting list will be general admissions as well as targeted programs that have particular eligibility requirements. The single waiting list will be searched for applicants who may qualify for the targeted assistance. If such applicants are found, they will be verified and pulled from the waiting list ahead of general admissions and preferences for the purpose of filling target program openings.

The Bellingham Housing Authority uses a separate waiting list for admissions to project based Section 8 assistance programs. All applications will be maintained by date and time of application, preferences will not be applicable to the project based Section 8 assistance program. If an applicant rejects an offer of assistance of the project based Section 8 assistance, the rejection will not alter the applicants position on the Section 8 Voucher tenant based assistance program.

The waiting lists for the Section 8 tenant based assistance programs will be maintained in accordance with the following guidelines:

- A. The application will be retained in accordance with mandated file retention policies;
- B. All applications will be maintained in order of preference and then in order of date and time of application. However, preferences will not be applied to applicants who qualify for and are pulled for available vouchers in targeted programs ahead of general admissions. Those families will be served in the order in which their applications were received.
- C. Any contact between the Bellingham Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list for the Section 8 tenant based assistance program cannot be maintained by bedroom size under current HUD regulations.

The separate waiting list for the project based Section 8 assistance program will be maintained in accordance with the following guidelines:

- A. The application will be retained in accordance with mandated file retention policies;
- B. All applications will be maintain by bedroom size and then in order of date and time of application.
- C. Any contact between the Bellingham Housing Authority and the applicant will be documented in the applicant file.

#### **4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be nearing the top of the waiting list the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified, if applicable to the type of assistance being offered. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Bellingham Housing Authority will notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

#### **4.5 MISSED APPOINTMENTS**

The Bellingham Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Bellingham Housing Authority will work closely with the family to find a more suitable time. All applicants who fail to keep a scheduled appointment(s) in accordance with this paragraph will be sent a notice of denial. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **4.6 PURGING THE WAITING LIST**

The Bellingham Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

#### **4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Bellingham Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

#### **4.8 GROUNDS FOR DENIAL**

The Bellingham Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property;

- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs;
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
- H. Have a family member who was evicted from federally assisted housing within the last five (5) years;
- I. Have a family member who was evicted from federally assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Bellingham Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Bellingham Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. The person has otherwise been rehabilitated successfully; or
  - 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- K. Have engaged in or threatened abusive or violent behavior towards any Bellingham Housing Authority staff member or resident;
- L. Have a family household member who has been terminated under the Certificate or Voucher Program during a period of three years prior to the anticipated date of admission to the program;
- M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed). Any person who has been convicted of manufacturing or producing methamphetamine is denied Section 8 housing assistance for life. At the sole discretion of the Housing Authority, a family may be allowed access to the program if the person convicted of manufacturing or producing methamphetamine is not allowed to reside in the unit;
- N. Have a family member with a lifetime registration under a State sex offender registration program. Any person who has a lifetime registration under a State sex offender registration program is denied Section 8 housing assistance for life. At the sole discretion of the Housing Authority, a family may be allowed access to the program if the person who is registered as a sex offender is not allowed to reside in the unit;
- O. Are a welfare-to-work (WTW) family who fails to fulfill its obligations under the welfare-to-work voucher program

#### **4.9 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Bellingham Housing Authority, in writing, that they have fourteen (14) calendar days, from the date of the written

correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Bellingham Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Bellingham Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Bellingham Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. If reasonable accommodation is granted the BHA will reinstate the applicant on the waiting list at their original position.

#### **4.10 INFORMAL REVIEW**

If the Bellingham Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Bellingham Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within fourteen (14) calendar days of the denial. The Bellingham Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

## **5.0 SELECTING FAMILIES FROM THE WAITING LIST**

### **5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Bellingham Housing Authority will use the assistance for those families.

### **5.2 PREFERENCES**

A. Consistent with the Bellingham Housing Authority Agency Plan, the Bellingham Housing Authority will select families based on the following preferences based on local housing needs and priorities. Applicants who qualify for a preference are limited annually to the number indicated in each category of those applicants assisted during a fiscal year. Applicants meeting these criteria will be assisted in the following order.

1. Ten (10) individuals or families displaced by government action or whose dwelling has been extensively damaged or deemed uninhabitable or destroyed as a result of a disaster declared by the County Executive or otherwise formally recognized pursuant to Federal disaster relief laws.
2. Ten (10) families who are either current residents of the Bellingham Housing Authority Public Housing Program who are inappropriately housed or who are on the Public Housing waiting list and for whom the Bellingham Housing Authority has no appropriate housing.
3. Twenty-five (25) families who have either completed or who are participants in good standing of a transitional housing program. Applicants in this category must be verified in writing by a transitional housing program.

The term "transitional housing" means housing, the purpose of which is to facilitate the movement of homeless individuals and families to permanent housing.

4. Fifteen (15) families who have been displaced by domestic violence. An applicant is involuntarily displaced if:

- a. The applicant has vacated a housing unit because of domestic violence; or
- b. The applicant lives in a housing unit with a person who engages in domestic violence.

Domestic violence means actual or threatened physical violence or verbal and mental abuse directed against one or more members of the applicant family by a spouse or other member of the applicant's household.

To qualify as involuntarily displaced because of domestic violence:

- a. The housing authority shall determine that the domestic violence occurred recently or is of a continuing nature; and
- b. The applicant shall certify that the person who engaged in such violence will not reside with the applicant family unless the Housing Authority has given advance written approval. If the family is admitted, the Housing Authority may deny or terminate assistance to the family for breach of this certification.

- B. Types of applicants with preferences over "Other Singles." Families with one or two members who are elderly, disabled or displaced will be given a preference over all "Other Single" applicants regardless of preference status.

"Other Singles" denotes a one-person household in which the individual member is not elderly, disabled or displaced by government action. Such applicants will be placed on the waiting list in accordance with their date and time of application and other preferences but cannot be selected for admission before any elderly family, disabled family or displaced single regardless of any preferences.

- C. All other applicants.

If an applicant makes a false statement in order to qualify for a preference the Bellingham Housing Authority will deny the family admission to the program.

The Bellingham Housing Authority will not deny a preference, nor otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing.

### **5.3 EXCEPTIONS FOR SPECIAL ADMISSIONS**

If HUD awards the Bellingham Housing Authority program funding that is targeted for specifically named families, the HA will admit these families under a Special Admission procedure. Special Admission families will be admitted outside of the waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The Bellingham Housing Authority will maintain a separate record of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specific unit:

- A. A family displaced because of demolition or disposition of a public or Indian housing project.
- B. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project.

#### **5.4 SELECTION FROM THE WAITING LIST**

##### **A. Section 8 Tenant Based Voucher Program**

Based on the above preferences, all families in the first preference will be offered housing before any families in the second preference, and second preference families will be offered housing before any families in the third preference, and so forth for admission to the Section 8 tenant based Voucher program.

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

##### **B. Targeted Programs**

The date and time of application will be utilized to determine the sequence within targeted assistance programs (e.g., Welfare-to-Work and the Mainstream) for qualified families.

##### **C. Project Based Section 8 Assistance Program**

The Bellingham Housing Authority will utilize a separate waiting list for admissions to project-based Section 8 assistance program. All applications will be maintained by bedroom size and then by date and time of application, preferences will not be applicable to the project-based Section 8 assistance program. If an applicant is removed from the project-based Section 8 assistance program because of the rejection of three offers of a unit, the rejection will not alter the applicants position on the Section 8 tenant based assistance program waiting list. Likewise, if the owner rejects the available applicant, the rejection will not be counted against the three unit offer and the family will maintain their position on the waiting list.

Under this plan the first qualified applicant in sequence on the waiting list will be made an offer of project-based assistance based on the available unit size available. If the available unit being offered is specifically designed for persons with mobility, sight and/or hearing impairments (referred to as accessible units), the Bellingham Housing Authority will skip over families not requiring the accessible unit to reach a family who does require such accommodation. Non-mobility impaired families will be offered these units if no family on the waiting list requires these features. The applicant will have the opportunity to make two refusals of an offer. If, on the third offer, the applicant rejects the offer, his or her name will be removed from the waiting list and he or she would have to re-apply. The applicant will be notified in writing of the reason they are being removed from the waiting list and their right to an informal review as described in Section 4.10.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The Bellingham Housing Authority will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

All tenant-based assistance waiting list families who want project-based units will be permitted to place their names on the Project-based Section 8 Assistance program waiting list.

Notwithstanding the above, exceptions may be necessary to meet the statutory requirement that 75% of newly admitted families (for the Section 8 Voucher program, targeted programs and Project-based Section 8 Assistance program) in any fiscal year be families who are extremely low-income (unless a different target is agreed to by HUD). The Bellingham Housing Authority retains the right to skip higher income

families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list, we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

## **6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)**

The Bellingham Housing Authority will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, the Bellingham Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care and the relationship of adult members.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex may share a bedroom.
- B. Children of the opposite sex, both over the age of six (6), will not share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster-adults and children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

The Bellingham Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Bellingham Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a

unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

## **6.1 BRIEFING**

When the Bellingham Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission and will be removed from the waiting list. BHA will conduct family briefings in one-on-one or group settings at its option. As a reasonable accommodation applicants may request a one-on-one briefing by completing a Request For Reasonable Accommodation.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard. The affordability (family share of rent) test is applied at admission to the program and if the family moves to another assisted unit.

## **6.2 PACKET**

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;

- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the Bellingham Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Bellingham Housing Authority that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Bellingham Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. The Bellingham Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

### **6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY**

Beginning October 1, 1999, the Bellingham Housing Authority will issue only Housing Choice Vouchers (herein referred to only as "vouchers"). Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 22.0 Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Bellingham Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete a proposed lease (unsigned), with the HUD required Tenancy Addendum and the Request for Tenancy Approval (“RFTA”). The terms of the HUD Tenancy Addendum shall prevail over any other provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required Tenancy Addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. Upon request, the Housing Authority will provide the owner with the family’s current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses. Additional screening is the responsibility of the owner.

#### **6.4 TERM OF THE VOUCHER**

The initial term of the voucher will be 60 days from the date of issuance and will be stated on the Housing Choice Voucher. If the expiration date falls on a Saturday or a Sunday or a holiday observed by the Bellingham Housing Authority, the voucher will automatically be extended until the close of business on the next business day.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must present a written request to the Housing Authority prior to the expiration date as stated on the voucher. A statement of the efforts the family has made to find a unit must accompany the request. An *Extension Request* form and an *Activity Log* for recording search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant an extension of 30 days. The Housing Authority may grant an additional 30 days (up to the maximum 120 days) if the family can provide adequate documentation showing why the first extension did not provide sufficient time to locate and secure an acceptable unit.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time.

Upon submittal of a completed *Request for Tenancy Approval*, the Bellingham Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority’s action on the second submittal. No more than two requests will be concurrently considered.

## 6.5 ***APPROVAL TO LEASE A UNIT***

The Bellingham Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible.
  - 1. For purposes of determining eligibility, the Housing Authority may reject a unit that has not been issued an occupancy permit by the local building department(s). The intent of this paragraph is to disallow units that are not yet constructed or are undergoing renovations where the date of occupancy is uncertain.
- B. The unit is inspected by the Housing Authority and passes HQS.
- C. The lease is approvable and includes the following:
  - 1. The names of the owner and the tenant;
  - 2. The address of the unit rented;
  - 3. The term of the lease (initial term and any provisions for renewal);
  - 4. The amount of the monthly rent to owner;
  - 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
  - 6. The required HUD tenancy addendum.
- D. The rent to owner is reasonable.
- E. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard.
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority.
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The BHA has determined that the family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the Housing Assistance Payment Contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required *Tenancy Addendum*, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

#### **6.6 BELLINGHAM HOUSING AUTHORITY DISAPPROVAL OF OWNER**

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes;
- F. The owner has not paid State or local real estate taxes, fines, or assessments;
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  - 1. premises by tenants, Bellingham Housing Authority employees or owner employees; or
  - 2. residences by neighbors;
- H. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher (currently shopping) unless the Bellingham Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or
- I. Other conflicts of interest under Federal, State, or local law.

#### **6.7 INELIGIBLE/ELIGIBLE HOUSING**

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. Transient housing facilities designed for other usage such as college or other school dormitories, motels and hotels (including those with kitchen units);
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space;
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit; and
- H. Recreational vehicles including house trailers, motorhomes, campers and houseboats even if permanently installed

The Bellingham Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

The Bellingham Housing Authority will approve leases for the following housing types provided they meet minimum requirements for permanent housing facilities as provided in local and state housing codes:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Manufactured home space rentals

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## **6.8 SECURITY DEPOSIT**

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants. The owner may charge more to cover costs of returning a unit to its original condition, following modifications made as a reasonable accommodation for a tenant with disabilities.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

## **7.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. If the Bellingham Housing Authority has sufficient funding for continued assistance it will issue the family a new voucher provided:

- A. The family does not owe the Bellingham Housing Authority or any other Housing Authority money,
- B. The family has not violated a Family Obligation, and
- C. The family has not moved or been issued a certificate or voucher within the last 12 months. If the move is necessitated for a reason other than family choice the 12-month requirement will be waived.

Participant families that are assisted with project-based assistance may move from the assisted building, and retain federal housing assistance if the assisted family has occupied the dwelling unit with the project-based voucher assistance for 12 months and has given the owner proper notice to vacate. The Housing Authority must provide the family with a housing choice voucher. If no such assistance is available at the time the family moves, the Housing Authority will give the family priority to receive the next available tenant-based voucher. Vouchers under funding allocations targeted by HUD for special purposes (e.g., family unification, mainstream disabled, welfare-to-work) are not available for this purpose, since they are required to be used only for the targeted purpose.

### **7.1 WHEN A FAMILY MAY MOVE**

For families already participating in the Certificate and Voucher Program, the Bellingham Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has been properly terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

### **7.2 PROCEDURES REGARDING FAMILY MOVES**

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the Bellingham Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the Bellingham Housing Authority entering into a new HAP contract on their behalf.

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;

- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
- E. Portability requirements and opportunities; and
- F. An explanation and copies of the forms required to initiate and complete the move.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement will exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Bellingham Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Bellingham Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Bellingham Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Bellingham Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

## **8.0 PORTABILITY**

### **8.1 GENERAL POLICIES OF THE BELLINGHAM HOUSING AUTHORITY**

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Bellingham Housing Authority at the time the family first submits its application for participation in the program to the Bellingham Housing Authority may lease a unit anywhere in the jurisdiction of the Bellingham Housing Authority or outside the Bellingham Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit. If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Bellingham Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Bellingham Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Bellingham Housing Authority.

Families participating in the Housing Choices Voucher program will not be allowed to move more than once in any 12-month period and under no circumstances will the Bellingham Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Bellingham Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

For income targeting purposes, the family will count toward the initial housing authority's goals unless the receiving housing authority absorbs the family at the point of admission. If absorbed, the admission will count toward the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, the Bellingham Housing Authority will not issue a voucher and will terminate assistance in compliance with Section 17.0, Termination of the Lease and Contract.

## **8.2 INCOME ELIGIBILITY**

- A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.
- B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

## **8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

## **8.4 PORTABILITY PROCEDURES**

- A. When the Bellingham Housing Authority is the Initial Housing Authority:
  - 1. The Bellingham Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
  - 2. The Bellingham Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
  - 3. The Bellingham Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
  - 4. The Bellingham Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
  - 5. The Bellingham Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
- B. When the Bellingham Housing Authority is the Receiving Housing Authority:
  - 1. When the portable family requests assistance from the Bellingham Housing Authority, the Bellingham Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Bellingham Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.

2. The Bellingham Housing Authority will issue a voucher to the family. The term of the Bellingham Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Bellingham Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Bellingham Housing Authority during the term of the Bellingham Housing Authority's voucher.
3. The Bellingham Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Bellingham Housing Authority's subsidy standards.
4. The Bellingham Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a Request For Tenancy Approval for an eligible unit within the term of the voucher.
5. If the Bellingham Housing Authority opts to conduct a new reexamination, the Bellingham Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the Bellingham Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Bellingham Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.
7. The Bellingham Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

C. Absorption by the Bellingham Housing Authority

1. If funding is available under the consolidated ACC for the Bellingham Housing Authority's Voucher Program when the portable family is received, the Bellingham Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Bellingham Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority using HUD approved forms for housing assistance payments and administrative fees. The billing procedure will be as follows:
  - a. As the Initial Housing Authority, the Bellingham Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
  - b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based

programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

## **9.0 DETERMINATION OF FAMILY INCOME**

### **9.1 *INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME***

To determine annual income, the Bellingham Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Bellingham Housing Authority subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

### **9.2 *INCOME***

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Bellingham Housing Authority believes that past income is the best available indicator of expected future income, the Bellingham Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is

included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
  - a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - b. Imputed welfare income.
    - 1). A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Bellingham Housing Authority by the welfare agency), plus the total amount of other annual income.
    - 2). At the request of the Bellingham Housing Authority, the welfare agency will inform the Bellingham Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Bellingham Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Bellingham Housing Authority will use this information to determine the amount of imputed welfare income for a family.
    - 3). A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Bellingham Housing Authority by the welfare agency).

- 4). The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- 5). The Bellingham Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- 6). If a participant is not satisfied that the Bellingham Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Bellingham Housing Authority denies the family's request to modify such amount, then the Bellingham Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Bellingham Housing Authority's determination of the amount of imputed welfare income. The Bellingham Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.
- 7). Relations with welfare agencies
  - a). The Bellingham Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Bellingham Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
  - b). The Bellingham Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, the Bellingham Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
  - c). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Bellingham Housing Authority shall rely on the welfare agency notice to the Bellingham Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

### **9.3 EXCLUSIONS FROM INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;
  2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member of the Bellingham Housing Authority's governing board.. No resident may receive more than one such stipend during the same period of time;
  5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident

management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement

- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program
- p. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

#### **9.4 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
- D. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
- E. For persons with disabilities, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:
  - 1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.

2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.
3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare -to-Work program for at least \$500.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

#### **9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the participant.
- B. The Leasing Specialist shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Bellingham Housing Authority shall adjust the participant's rental contribution beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, the Bellingham Housing Authority shall do one of the following:
  1. Immediately collect the back over paid assistance paid by the agency;
  2. Establish a repayment plan for the resident to pay the sum due to the agency;
  3. Terminate the participant from the program for failure to report income; or
  4. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

#### **9.6 COOPERATING WITH WELFARE AGENCIES**

The Bellingham Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.
- B. To provide written verification to the Bellingham Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

### **10.0 VERIFICATION**

The Bellingham Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to

eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **10.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Bellingham Housing Authority or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name date of contact, amount received, etc.

When third party verification cannot be obtained, the Bellingham Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Bellingham Housing Authority has been unable to obtain third party verification in a thirty (30) calendar day period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Bellingham Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

### **10.2 TYPES OF VERIFICATION**

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Bellingham Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
	Court order, letter from source, letter from	

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Alimony/child support	Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled</li> <li>- whether training is HUD-funded</li> <li>- whether State or local program</li> <li>- whether it is employment training</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> </ul>	N/A

### 10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age will be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens will sign a declaration of their status and a verification consent form and provide their original INS documentation. The Bellingham Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Bellingham Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Bellingham Housing Authority will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, will be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

Any family member who does not choose to declare their status will be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied. If no family member is determined to be eligible under this section and the family is currently receiving assistance, the family will be notified that assistance will be terminated.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If the Bellingham Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be suspended for a period of not less than twenty four (24) months.

For applicant families, the Informal Review process described elsewhere in this document will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of INS Decision*, or of the INS appeal decision.

A participant family may request that the Bellingham Housing Authority provide an informal hearing after the family has received notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

#### **10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Bellingham Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If individuals state that they do not have a Social Security Number they will be required to sign a statement to this effect. The Bellingham Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

#### **10.5 TIMING OF VERIFICATION**

Verification must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

#### **10.6 FREQUENCY OF OBTAINING VERIFICATION**

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

## **11.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **11.1 GENERAL**

After October 1, 1999, the Bellingham Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 22.0 for additional guidance).

### **11.2 RENT REASONABLENESS**

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If there is a five percent (5%) decrease in the FMR in effect 60 days before the contract anniversary date; and
- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

### **11.3 COMPARABILITY**

The Bellingham Housing Authority will use a rent reasonableness methodology that employs the HUD factors for comparability including location, quality, size, unit type, age, amenities, housing services, maintenance and utilities. Bellingham Housing Authority will either compare the assessed unit to at least three comparable unassisted units or will use a point system database to compare each unit factor to unassisted units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

#### **11.4 MAXIMUM SUBSIDY**

The Fair Market Rent (FMR) published from time to time by HUD or the exception payment standard rent (requested by the Bellingham Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

##### **11.4.1 Setting the Payment Standard**

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. The Bellingham Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Bellingham Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Bellingham Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%. The Housing Authority will follow the process described in Section 1.4 (page 1) as it determines whether the accommodation should be granted.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Bellingham Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

#### **11.4.2 Selecting the Correct Payment Standard for a Family**

- A. For the voucher tenancy, the payment standard for a family is the lower of:
  - 1. The payment standard for the family unit size specified on the voucher; or
  - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
  - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
  - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

#### **11.4.3 Area Exception Rents**

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

#### **11.5 ASSISTANCE AND RENT FORMULAS**

- A. Total Tenant Payment

The total tenant payment is equal to the highest of:

- 1. 10% of the family's monthly income
- 2. 30% of the family's adjusted monthly income
- 3. The Minimum rent

Plus any rent above the payment standard.

**B. Minimum Rent.**

The Bellingham Housing Authority has set the minimum rent as \$ **50**. However, if the family requests a hardship exemption, the Bellingham Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - b. When the family would be evicted because it is unable to pay the minimum rent;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment; or
  - d. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature (lasting up to 90 days), the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship (lasting more than 90 days), the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

**C. Section 8 Merged Vouchers**

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

D. Section 8 Preservation Vouchers

1. Payment Standard

- a. The payment standard is the lower of:
  - i. The payment standard amount for the appropriate family unit size; or
  - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area, the Bellingham Housing Authority will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of :
  - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
  - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
  - i. Paragraph (c)(i) of this section does not apply; and
  - ii. The new family unit size must be used to determine the payment standard.

2. The Bellingham Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

- a. The payment standard minus the total tenant payment; or
- b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
2. The space rent is the sum of the following as determined by the Housing Authority:
  - a. Rent to the owner for the manufactured home space;

- b. Owner maintenance and management charges for the space; and
  - c. Utility allowance for tenant paid utilities.
- 3. The participant pays the rent to owner less the HAP.
- 4. HAP equals the lesser of:
  - a. The payment standard minus the total tenant payment; or
  - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- 1. The family was receiving assistance on June 19, 1995;
- 2. The family was granted continuation of assistance before November 29, 1996;
- 3. The family's head or spouse has eligible immigration status; and
- 4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Bellingham Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Bellingham Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- 1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
- 2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
- 3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

## **11.6 UTILITY ALLOWANCE**

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Bellingham Housing Authority.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

## **11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT**

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Bellingham Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Bellingham jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- B. The owner also charges such penalties against the tenant for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Bellingham Housing Authority.

## **11.8 CHANGE OF OWNERSHIP**

The Bellingham Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Bellingham Housing Authority's rent payment or the address as to where the rent payment should be sent.

The Bellingham Housing Authority requires a written request from the new owner to process an assignment of the Housing Assistance Payment (HAP) contract. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title if both parties have not signed the Request for Contract Assignment form; and
- B. A Tax Identification Number or Social Security Number for the new owner(s) or manager(s).

New owners will be required to execute IRS form W-9. The Bellingham Housing Authority may withhold the rent payment until the taxpayer identification number is received.

## **12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS**

The Bellingham Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The Bellingham Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Bellingham Housing Authority will only schedule one more inspection. If the family misses two inspections, the Bellingham Housing Authority will consider the family to have violated a Family Obligation and their assistance will be denied or terminated.

### **12.1 TYPES OF INSPECTIONS**

There are seven types of inspections the Bellingham Housing Authority will perform:

- A. Initial Inspection – An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection – An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection – An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection – An inspection caused by a third party, i.e., HUD, needing to view the unit.
- E. Emergency – An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Move Out Inspection (if applicable) – An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- G. Quality Control Inspection – Supervisory inspections will be conducted in a number and time frame that meets or exceeds the audit sample size specified by HUD in the Section 8 Management Assessment Program (SEMAP).

## **12.2 OWNER AND FAMILY RESPONSIBILITY**

### **A. Owner Responsibility for HQS**

1. The owner must maintain the unit in accordance with HQS. If the owner does not reside within the jurisdiction of the Bellingham Housing Authority or will be out of the jurisdiction for an extended period of time (more than 30 days) it is the owner's responsibility to designate a local agent or manager who will be responsible for handling needed repairs and deal with urgent or emergent situations that relate to HQS. The owner must notify the Housing Authority regarding the designation or re-designation of an agent or manager.
2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Bellingham Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Bellingham Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
3. The Bellingham Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Bellingham Housing Authority and the Bellingham Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Bellingham Housing Authority approved extension).
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. The Bellingham Housing Authority may terminate assistance to a family because of the HQS breach caused by the family. The owner is expected to monitor the condition of the unit and to report tenant activities that may result in a violation of the HQS.

### **B. Family Responsibility for HQS**

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
  - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days or any Bellingham Housing Authority approved extension.
3. If the family has caused a breach of the HQS, the Bellingham Housing Authority will take prompt and vigorous action to enforce the family obligations. The Bellingham Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

### **12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401**

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards. The Bellingham Housing Authority recognizes that housing quality standards, especially those affected by local and state codes or practices, may change from time to time and will adopt new or additional standards as they become effective.

#### **A. Sanitary Facilities**

##### **1. Performance Requirement**

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

##### **2. Acceptability Criteria**

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

#### **B. Food Preparation and Refuse Disposal**

##### **1. Performance Requirements**

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

##### **2. Acceptability Criteria**

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have

sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.

- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

#### H. Water Supply

##### 1. Performance Requirement

The water supply must be free from contamination.

##### 2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

#### I. Lead-based Paint

##### 1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared ( $\text{mg}/\text{cm}^2$ ), or 0.5 % by weight or 5000 parts per million (PPM).

##### 2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part) must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
  - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.

- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
  - i. Within the unit;
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- j. In lieu of the procedures set forth in paragraph g of this Section, the Housing Authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.
- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
  - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
    - (1) More than 10 square feet on an exterior wall;
    - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
    - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
  - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
  - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
  - iv. During exterior treatment soil and playground equipment must be protected from contamination.

- v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
- vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.
- o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such as chewable surfaces do not have to be tested or treated at any subsequent time.
- p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirement

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirement

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirement

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

- a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).
- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

#### **12.4 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS**

A. Correcting Initial HQS Fail Items

The Bellingham Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner (or owner's agent) and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the Bellingham Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Bellingham Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Bellingham Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be completed within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be completed within 72 hours.
3. Non-emergency items must be completed within 10 days of the initial inspection.
4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Bellingham Housing Authority, an extension of up to thirty (30) days or other reasonable period of time as appropriate to the nature of the HQS concern, may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks. If repairs are not completed within the specified time after the initial inspection date, the Bellingham Housing Authority will abate the rent for up to seven (7) calendar days. If the repairs are not completed during the abatement period the Housing Authority will terminate the HAP contract for owner noncompliance.

## **12.5 EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be abated within 24 hours: MIKE: SOME OF THESE ITEMS SHOULD BE CHANGED TO 48 OR 72 HOURS TO CORRELATE WITH LANDLORD TENANT LAWS !!

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat

- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

#### **12.6 ABATEMENT**

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated.

The abatement period will not exceed seven (7) days. If the corrections of deficiencies are not made within the 7-day timeframe, the HAP contract is terminated effective on the last day of the next calendar month. If the deficiencies are corrected during the abatement period, the Bellingham Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. The tenant must contact the owner prior to taking corrective action. The owner may decide to initiate repairs or allow the tenant to do so. In either case, the owner is ultimately responsible for the suitability and quality of the work done. If repairs are not completed by the deadline, the Bellingham Housing Authority will send a notice of termination to both the tenant and the owner (or owner's agent). The tenant will be given the opportunity to request an informal hearing.

### **13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES**

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Bellingham Housing Authority has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

- A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.
- B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.
- C. No damage claims will be paid under either program effective on or after October 2, 1995.

### **13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS**

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Bellingham Housing Authority will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Bellingham Housing Authority to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The Bellingham Housing Authority will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Bellingham Housing Authority immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Bellingham Housing Authority within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

### **13.2 PARTICIPANT RESPONSIBILITIES**

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Bellingham Housing Authority. This shall be done by either paying the full amount due immediately upon the Bellingham Housing Authority requesting it or through a Repayment Agreement that is approved by the Bellingham Housing Authority.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

## **14.0 RECERTIFICATION**

### **14.0.1 CHANGES IN LEASE OR RENT**

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Bellingham Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the Bellingham Housing Authority of any changes in the amount of the rent at least sixty (60) days before the changes go into effect. Any such changes are subject to the Bellingham Housing Authority determining them to be reasonable.

Assistance shall not be continued unless the Bellingham Housing Authority has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease terms governing the term of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of the Bellingham Housing Authority is not required for changes other than those specified in A, B, or C above.

### **14.1 ANNUAL REEXAMINATION**

At least annually the Bellingham Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Bellingham Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Bellingham Housing Authority will determine the family's annual income and will calculate their family share.

#### **14.1.1 Effective Date of Rent Changes for Annual Reexaminations**

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

#### **14.1.2 Missed Appointments**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Bellingham Housing Authority taking action to terminate the family's assistance.

#### **14.2 INTERIM REEXAMINATIONS**

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families will be required to report any increase in income or decrease in allowable expenses between annual reexaminations. However, income will not be recalculated unless the increase in adjusted monthly income exceeds fifty percent (50%).

Families are required to report the following changes to the Bellingham Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

- A. A member has been added to the family including through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Family break-up

In circumstances of a family break-up, the Bellingham Housing Authority will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

- 1. To whom the certificate or voucher was is sued.
- 2. The interest of minor children or of ill, elderly, or disabled family members.
- 3. Whether the assistance should remain with the family members remaining in the unit.
- 4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Bellingham Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Bellingham Housing Authority will make determinations on a case by case basis.

The Bellingham Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.2.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Bellingham Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Bellingham Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Bellingham Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

#### **14.2.1 Special Reexaminations**

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Bellingham Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

#### **14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

### **15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE BELLINGHAM HOUSING AUTHORITY**

The Housing Authority may at any time terminate program assistance for a participant because of any of the following actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Bellingham Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently

reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

- D. If any member of the family has ever been evicted from public housing.
- E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)
- K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Bellingham Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

## **16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

### **16.1 COMPLAINTS**

The Bellingham Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Bellingham Housing Authority will require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

### **16.2 INFORMAL REVIEW FOR THE APPLICANT**

- A. Informal Review for the Applicant

The Bellingham Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Bellingham Housing Authority decision. The notice

will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

**B. When an Informal Review is not Required**

The Bellingham Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Bellingham Housing Authority subsidy standards.
2. A Bellingham Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
3. A Bellingham Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Bellingham Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A Bellingham Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Bellingham Housing Authority.

**C. Informal Review Process**

The Bellingham Housing Authority will give an applicant an opportunity for an informal review of the Bellingham Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Bellingham Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The person who made or approved the decision may be asked to attend the review in order to present the facts upon which the determination was made.
3. The applicant will be given an opportunity to present written or oral objections to the Bellingham Housing Authority decision.
4. The Bellingham Housing Authority will notify the applicant of the Bellingham Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

**D. Considering Circumstances**

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Bellingham Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Bellingham Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

### **16.3 INFORMAL HEARINGS FOR PARTICIPANTS**

A. When a Hearing is Required

1. The Bellingham Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Bellingham Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Bellingham Housing Authority policies:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Bellingham Housing Authority utility allowance schedule.
  - c. A determination of the family unit size under the Bellingham Housing Authority subsidy standards.
  - d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the

Bellingham Housing Authority subsidy standards, or the Bellingham Housing Authority determination to deny the family's request for an exception from the standards.

- e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
  - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Bellingham Housing Authority policy and HUD rules.
- 2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Bellingham Housing Authority will give the opportunity for an informal hearing before the Bellingham Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The Bellingham Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

- 1. Discretionary administrative determinations by the Bellingham Housing Authority.
- 2. General policy issues or class grievances.
- 3. Establishment of the Bellingham Housing Authority schedule of utility allowances for families in the program.
- 4. A Bellingham Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
- 5. A Bellingham Housing Authority determination not to approve a unit or lease.
- 6. A Bellingham Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Bellingham Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
- 7. A Bellingham Housing Authority determination that the unit is not in accordance with HQS because of the family size.
- 8. A determination by the Bellingham Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

- 1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c) of this Section, the Bellingham Housing Authority will notify the family that the family may ask for an explanation of the basis of the Bellingham Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
- 2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Bellingham Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:

- a. Contain a brief statement of the reasons for the decision; and
- b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Bellingham Housing Authority and participants will adhere to the following procedures:

1. Discovery

- a. The family will be given the opportunity to examine before the hearing any Bellingham Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Bellingham Housing Authority does not make the document(s) available for examination on request of the family, the Bellingham Housing Authority may not rely on the document at the hearing.
- b. The Bellingham Housing Authority will be given the opportunity to examine, at the Bellingham Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Bellingham Housing Authority will be allowed to copy any such document at the Bellingham Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Bellingham Housing Authority, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the Bellingham Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Bellingham Housing Authority hearing procedures.

4. Evidence

The Bellingham Housing Authority and the family must have the opportunity to present evidence and may question any witnesses including the person who made or approved the adverse determination. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Bellingham Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Bellingham Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Bellingham Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Bellingham Housing Authority determines that it is not bound by a hearing decision, the Bellingham Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Bellingham Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Bellingham Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of

the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

## **17.0 TERMINATION OF THE LEASE AND CONTRACT**

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Bellingham Housing Authority. Under some circumstances the contract automatically terminates.

### **A. Termination of the Lease**

#### **1. By the family**

The family may terminate the lease without cause upon proper notice to the owner and to the Bellingham Housing Authority after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 days).

#### **2. By the owner**

##### **a. The owner may terminate the lease during its term on the following grounds:**

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related or violent criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
  - (1) Failure by the family to accept the offer of a new lease;
  - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
  - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
  - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the Bellingham Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. By mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic termination of the contract

- a. If the Bellingham Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Bellingham Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.
- d. When the family breaks up and the Bellingham Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- e. The Bellingham Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- f. The owner has breached the contract in any of the following ways:

- i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
  - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
  - v. If the owner has engaged in drug -related criminal activity or any violent criminal activity.
- g. If a welfare-to-work family fails to fulfill its obligations under the welfare -to-work voucher program.
- 4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

## **18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE**

Occasionally, it is necessary for the Bellingham Housing Authority to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with Federal and State law.

- A. Earned administrative fees. Earned administrative fees shall be used as follows:
  - 1. To cover current year Section 8 administrative costs.
  - 2. Credited to the operating reserves when fees are in excess of program expenditures.
- B. Operating reserves. Operating Reserves shall be used as follows:
  - 1. Operating reserves shall be first expended to cover Section 8 administrative costs when ongoing administrative fees are insufficient to cover ongoing costs.
  - 2. Operating reserves not required for ongoing Section 8 administrative costs through the remaining ACC terms may be used as follows for other housing purposes, subsequent to approval of year-end operating statements by the Department of Housing and Urban Development (HUD):
    - a. Contributed to other Section 8 programs or projects when operating deficits result from Section 8 administrative fees and beginning operating reserves. Transfers to cover operating reserve deficits in other Section 8 projects may be authorized by the Executive Director up to \$5,000. Transfers in excess of \$5,000 shall require board approval.

- b. Other housing purposes consistent with the Bellingham Housing Authority's powers under State law. The Executive Director may authorize expenditures from operating reserves for such purposes for amounts up to \$1,000. Expenditures in excess of \$1,000 shall require Board approval.

## **19.0 INTELLECTUAL PROPERTY RIGHTS**

No program receipts may be used to indemnify contractors or subcontractors of the Bellingham Housing Authority against costs associated with any judgment of infringement of intellectual property rights.

## **20.0 BELLINGHAM HOUSING AUTHORITY OWNED HOUSING**

Units owned by the Bellingham Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with Federal regulation, the Bellingham Housing Authority will do the following:

- A. The Bellingham Housing Authority will make available through the briefing process both orally and in writing the availability of Bellingham Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The Bellingham Housing Authority will obtain the services of an independent entity to perform the following Bellingham Housing Authority functions:
  - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Bellingham Housing Authority.
  - 2. To assist the family in negotiating the rent.
  - 3. To inspect the unit for compliance with HQS.
- C. The Bellingham Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions.
- D. The Bellingham Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.
- E. The Bellingham Housing Authority, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

## **21.0 QUALITY CONTROL OF SECTION 8 PROGRAM**

In order to maintain the appropriate quality standards for the Section 8 program, the Bellingham Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

## **22.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM**

### **A. New HAP Contracts**

On and after October 1, 1999, the Bellingham Housing Authority will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

### **B. Over-FMR Tenancy**

If the Bellingham Housing Authority had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999, such tenancy shall be considered and treated as a tenancy under the voucher program and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

### **C. Voucher Tenancy**

If the Bellingham Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999, such tenancy will continue to be considered and treated as a tenancy under the voucher program and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

### **D. Regular Certificate Tenancy**

The Bellingham Housing Authority will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999, at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Bellingham Housing Authority will give at least 120 days written notice of such termination to the family and the owner, and the Bellingham Housing Authority will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Bellingham Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553. A Housing Choice Voucher will be issued sooner if requested jointly by the owner and the family.

## GLOSSARY

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

**Absorption:** In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based.

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

**Annual Income:** All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program.

**Assets:** see net family assets.

**Asset Income:** Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

**Assisted lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

**Certificate:** A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

**Child care expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**Citizen:** A citizen or national of the United States.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

**Consent form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law.

**Decent, safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development.

**Dependent:** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Disability assistance expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See "person with disabilities."

**Displaced family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Displaced person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Drug-related criminal activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly person:** A person who is at least 62 years of age.

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

**Fair market rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family** includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Family members:** include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

**Family Rent to Owner:** In the voucher program, the portion of rent to owner paid by the family.

**Family self-sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

**Full-time student:** A person who is attending school or vocational training on a full-time basis.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Household members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing voucher holder:** A family that has an unexpired housing voucher.

**Imputed income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

**Legal capacity:** The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

**Live-in aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and

- c. Would not be living in the unit except to provide the necessary supportive services.

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Manufactured home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

**Manufacture home space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

**Medical expenses:** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- b. repair or replace major building systems or components in danger of failure.

**Monthly adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**Mutual housing** is included in the definition of "cooperative".

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Near-elderly family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**Net family assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be

considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Noncitizen:** A person who is neither a citizen nor national of the United States.

**Notice Of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

**Occupancy standards:** The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**Participant (participant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Person with disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

**Proration of assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

**Public Housing:** housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Set-up charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

**Shelter allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special admission:** Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**Specified welfare benefit reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  - 3. because a family member has not complied with other welfare agency requirements.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

**Statement of family responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see suspension.

**Total tenant payment (TTP):**

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income;

- c. Minimum rent; or
  - d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

**Utility allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. In the certificate program, if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Verification:**

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
  - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
  - (2) Documentation such as a copy of a birth certificate or bank statement
  - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low-income families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Violent criminal activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with unexpired search time.

**Waiting list admission:** An admission from the housing authority waiting list. [24 CFR 982.4]

**Welfare assistance.** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR 5.603(d)]

**Welfare rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

**Welfare -to-Work (MTW) families:** Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

## ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS (U.S.)	Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTPT	Total Tenant Payment

## Required Attachment wa025g03: Resident Member on the PHA Governing Board

1. ☒ Yes ☐ No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)
  - A. Name of resident member(s) on the governing board: Currently in the process of interviewing and recommending to the appointing official a resident member for the PHA Governing Board. Previous incumbent vacated the position due to illness.
  - B. How was the resident board member selected: (select one)?  
☐ Elected  
☒ Appointed
  - C. The term of appointment is (include the date term expires): 5 year term to expire April 18, 2005. The incumbent will serve out the unexpired term of the previous appointee.
2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?  
☐ the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis  
☐ the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.  
☐ Other (explain):
- B. Date of next term expiration of a governing board member:
- C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): County Executive, Pete Kremen

## **Required Attachment wa025h03: Membership of the Resident Advisory Board or Boards**

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

### **FALLS PARK & PARKWAY HOMES**

Jose Luis Rodriguez  
Lisa Rogers  
Barb Adams

### **CHUCKANUT SQUARE**

Leslie Shoemaker  
Wendith Wasmund  
Mary L. Anderson-Holland  
Ruth Gudbranson  
Clara LeBarron  
Leota Ackenhausen  
Gary Pomeroy  
Brian Simpson  
Mike Reedy  
Pete Jansen  
Darnica Shanna  
Dale L. Strom  
Kenneth Jewell  
Ellis Hughlett  
Brett Pullar  
James E. Ward  
John DeWick  
Maxine Sorenson (Res. Manager)  
Nick Alires  
Leon Taylor  
Roland Sparks

### **LINCOLN SQUARE**

Shirley Steward  
Sandy Daughters  
Caroline Pratt  
Ruby Wren  
Vivian Wells  
Alma McCollum

Gwen Judge  
Frances Summers  
Albert Spore  
Diartha & Janice Silves  
Louise Kruzih  
Margaret Sullivan  
Kenton Snyder  
Leonoa Irving  
Marilyn E. Smith  
Gayle Isham  
Margaret Zamudio  
June Kinf  
Bonnie Hatt  
Scott Irving  
Gladys L. Dorenius  
R.W. Germer  
Carolyn Schultz  
Ida Nelson  
Helen (Betty)  
Mildred Hartleroad  
Pearl E. Gearhart  
Hazel Linse  
Donna Baer

## **WASHINGTON SQUARE**

Bernice Peterson  
Lester Wambrgoos  
Art Bakkom  
Rita Gunst  
Eric A. Gutzman  
Ina Brooks  
Marie Griffith  
Gladys Thompson  
Linda Van  
Mike J. Winter  
Del Hedberg  
Joseph M. Schuler  
Valerie Ballinger  
Ruth Aasheim  
Shelia Burdson  
Connie Peterson

## Statement of Progress in Meeting the 5-Year Plan Mission and Goals

The following table reflects the progress we have made in achieving our goals and objectives:

<b>Goal One:</b> Expand the supply of assisted housing	
<b>Objective</b>	<b>Progress</b>
Apply for additional rental vouchers	The BHA applied for and received 75 Mainstream and 125 Fair Share Vouchers
Leverage private or other public funds to create additional housing opportunities	BHA is in the process of acquiring Varsity Village – 101 units
Acquire or build units or developments	BHA has a public/private partnership to substantially rehab the Oakland Block units utilizing various non-federal resources

<b>Goal Two:</b> Improve the quality of assisted housing	
<b>Objective</b>	<b>Progress</b>
Increase customer satisfaction	Held meetings with resident body to talk about issues important to them and gather input. Developed satisfaction questionnaire. Addressing concerns identified in the RASS Survey.
Renovate or modernize public housing units	The BHA is on track with the Capital Fund Program.

<b>Goal Three:</b> Increase assisted housing choices	
<b>Objective</b>	<b>Progress</b>
Conduct outreach efforts to potential voucher landlords	The Executive Director and staff regularly participates with the private sector landlords for education and outreach.

<b>Goal Four:</b> Provide an improved living environment	
<b>Objective</b>	<b>Progress</b>
Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments	The BHA will be addressing deconcentration as outlined in PIH 2001-4.
Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments	The BHA will be addressing deconcentration as outlined in PIH 2001-4.

Implement public housing security improvements	The BHA has installed security cameras in all elderly high-rise buildings. The BHA is currently working with Bellingham Police Department for Crime-Free Multifamily Housing Designation.
Designate developments or buildings for particular resident groups (elderly, persons with disabilities)	The BHA will be applying for designation this fiscal year.

<b>Goal Five: Promote self-sufficiency and asset development of assisted households</b>	
<b>Objective</b>	<b>Progress</b>
Provide or attract supportive services to improve assistance recipients' employability	The BHA is currently working with the Opportunity Council, FSS Coordinator, and Resident Services Coordinator.
Provide or attract supportive services to increase independence for the elderly or families with disabilities	The BHA is currently working with the Opportunity Council, FSS Coordinator, and Resident Services Coordinator.

<b>Goal Six: Ensure equal opportunity and affirmatively further fair housing</b>	
<b>Objective</b>	<b>Progress</b>
Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability	<p>It is the policy of the Bellingham Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.</p> <p>No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Bellingham Housing Authority housing programs.</p> <p>To further its commitment to full compliance with applicable Civil Rights laws, the Bellingham Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such</p>

	<p>information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Bellingham Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.</p> <p>The Bellingham Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Bellingham Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.</p>
Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability	<p>It is the policy of the Bellingham Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.</p> <p>No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Bellingham Housing Authority housing programs.</p> <p>To further its commitment to full compliance with applicable Civil Rights laws, the Bellingham Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the</p>

	<p>Bellingham Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.</p> <p>The Bellingham Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Bellingham Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.</p>
Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required	The BHA meets or exceeds 504 regulations.

<p><b>Goal Seven:</b> Continue to manage the Bellingham Housing Authority's existing public housing program in an efficient and effective manner thereby qualifying as at least a standard performer under the Public Housing Assessment System (PHAS).</p>
<p style="text-align: center;"><b>Progress</b></p> <p>The BHA was designated as a High Performer for FY 2000.</p>

<p><b>Goal Eight:</b> Achieve PHAS Standard Performer status for the Bellingham Housing Authority by September 30, 2001.</p>
<p style="text-align: center;"><b>Progress</b></p> <p>The BHA is currently a High Performer and is on track for being designated as High Performer for FY2001.</p>

<p><b>Goal Nine:</b> Enhance the marketability of the Bellingham Housing Authority's high rise public housing units for the elderly.</p>
<p style="text-align: center;"><b>Progress</b></p> <p>The BHA has enhanced the marketability of the high-rise public housing units by installing security camera at all three buildings and by landscaping improvements.</p>

**Goal Ten:** The Bellingham Housing Authority shall maintain and enhance the physical security aspects of its buildings.

**Progress**

The BHA has installed a security camera at all high-rise buildings and the central office.

**Goal Eleven:** Manage the Bellingham Housing authority's tenant-based program in an efficient and effective manner thereby qualifying as at least a standard performer under SEMAP.

**Progress**

The BHA is currently implementing measures that will result in the BHA operating the tenant-based program in an efficient and effective manner. The BHA anticipates operating as a Standard Performer by the end of FY2002.

**Goal Twelve:** The Bellingham Housing Authority shall achieve and sustain a utilization rate of 98 percent by September 30, 2001, in its tenant-based program.

**Progress**

The BHA anticipates that utilization rates will increase by 9/30/2001, and that 98 percent utilization will be achieved by 4/30/02.

**Attachment wa025j03 – Component 3 (6) Deconcentration and Income Mixing**

a. ☒ Yes      ☐ No

Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

b. ☒ Yes      ☐ No

Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

<b>Deconcentration Policy for Covered Developments</b>			
<b>Development Name</b>	<b>Number of Units</b>	<b>Explanation (if any) [see step 4 at 903.2(c)(1)(iv)]</b>	<b>Deconcentration Policy (if no explanation) [see step 5 at 903.2(c)(1)(v)]</b>
WA025015-Trailside	4	No explanation	Will correct with our Deconcentration Policy

**Attachment wa025k03**  
**Action Plan for the PHAS Resident Survey**

**OVERVIEW/BACKGROUND**

The results of the Resident Service and Satisfaction Survey indicate that Bellingham Housing Authority (BHA) received a score of 75% under the Safety Section. As a result, we are required to include this Resident Assessment Follow-up Plan along with our PHA Annual Plan for our fiscal year that begins on October 1, 2001.

**Safety**

The BHA utilized part of its PHDEP funding to hire a Security Services Manager to educate residents and coordinates police contact. This individual attends all resident meetings and has regular meetings with police.

The BHA already performs comprehensive criminal background checks on all applicants, including NCIC checks where needed.

**Attachment wa025103 – Project-based Voucher Program  
(as revised by Section 232)**

The Bellingham Housing Authority intends to project-base not more than 100 Section 8 vouchers. The general locations that the Bellingham Housing Authority is opening for possible areas of implementing the project-base program is as follows:

- Happy Valley Neighborhood (Bellingham)
- Mount Baker Neighborhood (Bellingham)
- Meridian Neighborhood (Bellingham)
- Within the City limits of Ferndale
- Within the City limits of Sumas
- Within the City limits of Lynden

This action is consistent with the FY 2001 Agency Plan in the following ways:

- It is consistent with the Mission Statement for the Bellingham Housing Authority.

*Our mission is to provide quality, affordable housing for low- and moderate-income families, elderly households, and persons with disabilities through innovative resource development and responsible stewardship of our housing and fiscal resources.*

- Expand the supply of assisted housing
- Increase assisted housing choices
- Conduct outreach efforts to potential voucher landlords
- Ensure Equal Opportunity in Housing for all Americans
- Project-basing will help the Bellingham Housing Authority meet the statutory goals of deconcentrating poverty and expanding housing and economic opportunities.
- Increase the availability of decent, safe and affordable housing.
- Increase assisted housing choice.
- Pursue housing resources other than public housing or Section 8 tenant-based assistance

If any of the locations identified above are found to be in a census tract with poverty rates at less than 20 percent, the Bellingham Housing Authority will seek an exception from HUD.

**RENTAL AGREEMENT**  
**HOUSING AUTHORITY OF THE CITY OF BELLINGHAM/WHATCOM COUNTY**  
208 UNITY STREET, BELLINGHAM, WA 98225

**RESIDENT NAME** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_ **UNIT NO.** \_\_\_\_\_  
**PROJECT NO.** \_\_\_\_\_ **UNIT SIZE** \_\_\_\_\_ **Bedroom** \_\_\_\_\_  
Effective Date of Agreement \_\_\_\_\_ Annual Review Date \_\_\_\_\_  
Initial Rent \_\_\_\_\_ Security Deposit \_\_\_\_\_

Monthly Tenant Rent \_\_\_\_\_  
Extra Monthly Charges \_\_\_\_\_  
TV Cable \_\_\_\_\_  
Other \_\_\_\_\_  
**TOTAL MONTHLY PAYMENTS**                     \$ 0.00                    

\*Excess utility charges are due to and collectable beginning the first day of \_\_\_\_\_ and each month thereafter.

Utilities Included: ☐ Electricity ☐ Gas ☐ Garbage Collection

The HOUSING AUTHORITY OF THE CITY OF BELLINGHAM (hereinafter called "BHA") or the HOUSING AUTHORITY OF WHATCOM COUNTY (hereinafter called "WCHA"), as applicable, and the person named above (hereinafter called "Resident") agree that:

- A. The BHA/WCHA has relied upon the representations and statements made by the Resident in his/her signed application, and the Resident hereby agrees to rent from the BHA/WCHA the dwelling unit indicated above, according to the terms and conditions herein, and the BHA/WCHA Admission and Continued Occupancy Policy which is incorporated by reference herein.
- B. The only persons who will reside in the dwelling unit are listed on the Certification/Recertification of Tenant Eligibility.
- C. The RESIDENT HAS CERTIFIED THAT HE/SHE HAS RECEIVED A COPY OF THIS RENTAL AGREEMENT which consists of the foregoing and the following Sections 1 through 13, together with those policies and Addendums referenced therein and incorporated by reference, and the attachments listed below:

Attachment No. 1 "Certification and Recertification of Tenant Eligibility"

Attachment No. 2 Unit Inspection Report

Attachment No. 3 Resident Handbook

☐ Attachment No. 4 Supplemental Agreement (Check if applicable)

☐ Attachment No. 5 Pet Agreement (check if applicable)

**RESIDENT:** \_\_\_\_\_

**HOUSING AUTHORITY OF**

☐ **THE CITY OF BELLINGHAM**

**RESIDENT:** \_\_\_\_\_

☐ **WHATCOM COUNTY**

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_

## 1. UTILITIES

A. The BHA/WCHA shall furnish water and sewer and those other utilities indicated on Page 1. Tenant shall pay for all utilities not furnished by the BHA/WCHA, and shall pay for all other utilities or services received by the Tenant or Resident, unless a utility allowance is provided as set forth below.

B. Tenant may receive an allowance for utilities not furnished by the BHA/WCHA shall be according to the Admission and Continued Occupancy Policy incorporated herein by reference. The resident shall be responsible for payment of such utilities from the effective date of this Agreement until the legal termination date.

C. Where heat is to be supplied by the Resident, the Resident agrees to furnish heat sufficient to prevent damage to the premises. If, for any reason, the Resident is unable to maintain sufficient heat, Resident shall immediately notify the BHA/WCHA. Resident shall pay for any damages to the unit resulting from Resident's failure to maintain sufficient heat or failure to notify the BHA/WCHA of the lack of sufficient heat due to any cause beyond the Resident's control. Written notice of such charges shall contain the Resident's right to a grievance hearing. Charges assessed shall become due and collectable two (2) weeks from the date the notice is mailed to the Resident.

D. The BHA/WCHA will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

## 2. TERM OF RENTAL AGREEMENT AND RENT PAYMENTS

A. The initial period of the rental agreement commences on the effective date of this agreement, as set forth on Page 1 above, and ends on midnight on the last day of the same calendar month. The Resident agrees to pay rent for this initial period in the amount indicated on Page 1.

B. Thereafter, the agreement shall automatically be renewed from month-to-month, subject only to the rights of the parties to terminate as hereinafter provided.

C. On or before the first day of each and every month (after the initial period), the Resident shall pay the monthly rent indicated on Page 1, plus any extra charges, for the term of the monthly agreement. If the Resident does not pay the full amount of the rent by the end of the 5th day of the month, the BHA/WCHA may collect a fee of \$10.00 on the 6th day of the

month. Thereafter, the BHA/WCHA may collect \$1.00 for each additional day the rent remains unpaid, applicable to each monthly rent due, and a \$15.00 late processing fee for the 14-Day Notices.

D. Payments shall be applied to amounts owed by the Resident in the following manner:

1. Payments shall first be applied to payment of Resident's security deposit;
2. Payments shall next be applied to any maintenance, utilities, and legal costs incurred by BHA/WCHA as a result of Resident's tenancy;
3. Payments shall next be applied to any late fees incurred by the Resident;
4. Payments shall lastly be applied to any unpaid rent owed by Resident.

## 3. SECURITY DEPOSIT/MAINTENANCE CHARGES

A. The Resident agrees to pay a Security/Damage/ Cleaning Deposit to the BHA/WCHA in the amount indicated on Page 1 above to be used only at the termination of this agreement to reimburse the BHA/WCHA for any unpaid rent, all costs for maintenance and repairs for which the Resident is responsible (excluding normal wear and tear) and any other charges owed by the Resident, including without limitation unpaid utility charges. The Security/Damage/Cleaning Deposit shall be deposited in an account at the U.S. Bank of Washington, Bellingham, Washington. Within fourteen (14) days after the date of agreement termination, the BHA/WCHA shall return to the Resident or Resident's estate, without interest, all or that portion of the Security/Damage/ Cleaning Deposit due, with a written explanation of any and all deducted charges. If the Resident or Resident's estate disputes the deducted charges, the Resident or Resident's estate shall first file a grievance pursuant to Section 11 herein, and exhaust those remedies therein prior to the commencement of any action in court.

B. The Tenant/Resident shall pay the maintenance charges as set forth in the Maintenance Schedule of Charges as adopted by the BHA/WCHA, as provided for in the Admission and Continued Occupancy Policy.

## 4. FLAT RENT

At the time of admission or at re-certification, the Resident may choose to have their rent based on the **flat rent** set by the BHA/WCHA or **on the formula method**, as described in Section 5 below. If the

Resident chooses to have their rent based on the flat rent, then the Resident's income will be examined at least once every three (3) years.

Upon admission, and at least once every three years thereafter, the Resident agrees to furnish complete and accurate information to the BHA/WCHA for determining the Resident's eligibility for continued occupancy, the appropriate size of the dwelling unit, and the appropriate rent to be charged. The BHA/WCHA shall notify the Resident of the date of the redetermination which shall be made in accordance with the methods for computation of Total Tenant Payment and the schedule of Income Limits set forth in the ACOP, posted and available in the BHA/WCHA office and incorporated herein by reference.

**A.** Rent as fixed herein, or as adjusted pursuant to the above, shall remain in effect for the period between regular rent redeterminations, unless during such period:

(1) Resident declares a change in circumstances, as required by the ACOP, verified in writing, which would result in a change in rent pursuant to the methods for Computation of total tenant payment.

(2) Resident's rent is recomputed as a result of a Special Reexamination Schedule to occur with 30, 60, 90 or 120 days following admission or annual reexamination;

(3) If it is found that the Resident misrepresented to the BHA/WCHA the facts upon which rent is based, then the Resident shall then be charged with the difference between the amount charged by BHA/WCHA and the amount that the Resident should have been charged for the full term of occupancy during which said misrepresentation resulted in a lesser rent. The sum determined shall be due and payable immediately;

(4) An adjustment is made to the utility allowance.

**B.** In the event of a rent adjustment pursuant to the above, adjustments shall become effective as follows:

(1) The BHA/WCHA shall give the Resident thirty (30) days advance notice of a rent increase. The effective date of such increase shall be the first day of the month following the end of the 30-day period, except for an increase due to a change in utility allowance;

(2) A rent decrease shall become effective the first day of the month following the date that the

change was computed, except for a decrease due to a change in utility allowance;

(3) For changes in rent due to utility allowance revisions, unless otherwise directed by Board of Commissioners, the change shall become effective the first day of the month following the date of adoption of the utility allowances by the Board of Commissioners. Residents shall receive at least sixty (60) days advance notice of any utility allowance revision and be given a thirty (30) day period to comment on the proposed revisions.

**C.** If the BHA/WCHA determines that the size of the dwelling unit is no longer appropriate to the Resident's needs, the BHA/WCHA may amend this agreement by notice to the Resident that the Resident will be required to move to another unit within the development in which the Resident lives, giving the Resident reasonable time in which to move.

**D.** If a Resident receives a notice regarding rent redetermination and/or transfer to another unit then he/she may ask for an explanation which states the specific grounds for the BHA/WCHA determination. The Resident has the right to request a hearing pursuant to the Grievance Policy contained in the Admission and Continued Occupancy Policy if he/she does not agree with the BHA/WCHA's determination.

**E.** The misrepresentation by a Resident of any information required to be provided herein shall be a material breach of the lease.

**F.** The Resident shall have the continuing obligation to advise the BHA/WCHA of any change in circumstances relating to any information required to be provided herein, including income.

## **5. PREDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY**

At the time of admission and, thereafter, once per year, or as requested by the BHA/WCHA, the Resident agrees to furnish complete and accurate information to the BHA/WCHA for determining the Resident's eligibility for continued occupancy, the appropriate size of dwelling unit and the appropriate rent to be charged. The BHA/WCHA shall notify the Resident of the date of the redetermination that shall be made in accordance with the methods for computation of Total Tenant Payment and the schedule of Income Limits set forth in the Admission and Continued Occupancy Policy, posted and available in the BHA/WCHA office and incorporated herein by reference.

**A.** Rent as fixed herein, or as adjusted pursuant to the above, shall remain in effect for the period

between regular rent redeterminations, unless during such period:

(1) Resident declares a change in circumstances, as required by the Admission and Continued Occupancy Policy, verified in writing, which would result in a change in rent pursuant to the methods for Computation of total tenant payment.

(2) Resident's rent is recomputed as a result of a Special Reexamination Schedule to occur with 30, 60, 90 or 120 days following admission or annual reexamination;

(3) If it is found that the Resident misrepresented to the BHA/WCHA the facts upon which rent is based, then the Resident shall then be charged with the difference between the amount charged by BHA/WCHA and the amount that the Resident should have been charged for the full term of occupancy during which said misrepresentation resulted in a lesser rent. The sum determined shall be due and payable immediately;

(4) An adjustment is made to the utility allowance.

**B.** In the event of a rent adjustment pursuant to the above, adjustments shall become effective as follows:

(1) The BHA/WCHA shall give the Resident thirty (30) days advance notice of a rent increase. The effective date of such increase shall be the first day of the month following the end of the 30-day period, except for an increase due to a change in utility allowance;

(2) A rent decrease shall become effective the first day of the month following the date that the change was computed, except for a decrease due to a change in utility allowance.

(3) For changes in rent due to utility allowance revisions, unless otherwise directed by Board of Commissioners, the change shall become effective the first day of the month following the date of adoption of the utility allowances by the Board of Commissioners. Residents shall receive at least sixty (60) days advance notice of any utility allowance revision and be given a thirty (30) day period to comment on the proposed revisions.

**C.** If the BHA/WCHA determines that the size of the dwelling unit is no longer appropriate to the Resident's needs, the BHA/WCHA may amend this agreement by notice to the Resident that the Resident will be required to move to another unit within the development in which the Resident lives, giving the Resident reasonable time in which to move.

**D.** If a Resident receives a notice regarding rent redetermination and/or transfer to another unit then he/she may ask for an explanation which states the specific grounds for the BHA/WCHA determination. The Resident has the right to request a hearing pursuant to the Grievance Policy contained in the Admission and Continued Occupancy Policy if he/she does not agree with the BHA/WCHA's determination.

**E.** The misrepresentation by a Resident of any information required to be provided herein shall be a material breach of the lease.

**F.** The Resident shall have the continuing obligation to advise the BHA/WCHA of any change in circumstances relating to any information required to be provided herein, including income.

**G.** A Resident, who has chosen the formula method for computation of Resident's rent, may, no more than once a year, choose that its rent be calculated based upon a flat amount set by the BHA/WCHA. If a Resident so chooses to have their rent based upon a flat amount of rent set by the BHA/WCHA then Section 4 shall apply. A Resident's decision to choose a different method for computation of Resident's rent shall not affect BHA/WCHA's rights to terminate Resident's Rental Agreement pursuant to Section 10 of the Agreement.

## **6. RESIDENT'S RESPONSIBILITIES IN OCCUPANCY**

The Resident shall comply with all rules and regulations now established or hereafter duly adopted or modified by the BHA/WCHA which include, but are not limited to the House Rules contained in the Admission and Continued Occupancy Policy, the Tenant/Resident Responsibilities below and other requirements set forth herein. The Resident has the duty and obligation under this lease to comply with the following, the breach of which shall constitute a material breach of the lease. :

**A. Assignment.** Shall not assign this agreement or sublet the premises Resident shall not accept a roommate without the prior written consent of BHA/WCHA;

**B. Boarders.** Shall not assign this agreement or sublet the premises;

**C. Private Dwelling.** Shall use the premises solely as a private dwelling for the Resident and Resident's household, as identified in the agreement and no additional individuals and not use or permit its use for any other purposes;

**D. Regulations.** Shall abide by necessary and reasonable regulations promulgated by the

BHA/WCHA for the benefit and well-being of the housing project and its residents, which shall be set forth in the Admission and Continued Occupancy Policy kept on file in the BHA/WCHA office and incorporated herein by reference, a copy of which the Resident acknowledges as having been afforded the opportunity to review, prior to agreeing to enter into this Lease;

**E. Codes.** Shall comply with all obligations imposed upon residents by applicable provisions of building and housing codes, including without limitation all applicable local, state and federal rules and regulations, including agency regulations materially affecting health and safety;

**F. Maintenance.** Shall keep the premises, dwelling equipment furnished by the BHA/WCHA for the Resident's use, and such other areas as may be assigned to the Resident for his/her exclusive use in a clean, orderly, safe condition. This shall include, but is not limited to, cleaning drapes, windows, walls, floors, but is not limited to cleaning drapes, windows, walls, floors, cabinets, refrigerators, ranges and ovens; watering and mowing lawn areas; watering trees and shrubs; and keeping yard area neat and clean. A description of the yard area which the Resident is responsible for maintaining is furnished herewith, where applicable.

**G. Damage Report.** Shall report to the BHA/WCHA any breakage, damage or need for repairs to the premises or equipment therein, and should promptly report any unsafe or unsanitary conditions in the common areas/grounds which may lead to damage or injury;

**H. Waste Disposal.** Shall dispose of all garbage, rubbish and other waste by placement into appropriate containers furnished or prescribed by BHA/WCHA and applicable local laws;

**I. Use of Equipment in Facilities.** Shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating systems and other equipment/appurtenances, including elevators, and shall not use any apparatus for heating except that provided by the BHA/WCHA without prior written consent of the BHA/WCHA;

**J. Limitation on stay of Guests/Responsibility for Guests.** Shall not permit guests to stay more than fourteen (14) consecutive days per year, and a total of twenty-one (21) days per year without the prior written permission of the BHA/WCHA, nor allow others to use the dwelling unit to receive mail or store personal possessions. The Tenant/Resident shall be responsible for the actions of

any guest while the guest is on the premises. The Tenant/Resident shall take reasonable actions, including immediately contacting the police, resident manager, and/or BHA/WCHA security officer, to control or prevent a guest from acting in a manner that would be a violation of this lease or of the Admission and Continued Occupancy;

**K. Fire Hazards.** Shall permit no combustible material to be kept on the premises, except in an approved container, and shall take every precaution to prevent fire;

**L. Aerials and antennae.** Shall not erect radio aerials or television or other antennae without the prior written consent of the BHA/WCHA;

**M. Pets.** Shall not keep cats, dogs, rodents, reptiles, or other pets in family housing complexes, in a manner inconsistent with the Pet Policies contained in the Admission and Occupancy Policy. . All Pets, that may be kept by Residents, including Residents of housing projects designated for the elderly, are subject to the BHA/WCHA Pet Policy contained in the Admission and Continued Occupancy Policy, which is incorporated by reference hereof. Any Tenant or Resident keeping a pet of any kind for any reason, shall, in addition to complying with the Pet Policy sign a Pet Agreement prior to the Pet being allowed on the Premises.;

**N. Vehicle Parking/Towing/Abandoned Vehicles.** Shall park operable, passenger vehicles validly licensed in the name of the Resident only in designated areas and shall not allow guests to park in a manner which prohibits other residents from access to designated areas closest to their dwelling units. Residents shall only be allowed to park one (1) vehicle on-site, however, additional vehicles may be approved by the BHA/WCHA pursuant to the Admission and Continued Occupancy Policy. Trailers, boats, commercial vehicles, recreational vehicles, truck campers and inoperable, unlicensed or disabled passenger vehicles of any kind shall not be parked on the premises, common areas or street without prior approval of the BHA/WCHA. Inoperable, abandoned, and dangerous vehicle policies set forth in the Admission and Continued Occupancy Policy are incorporated by reference herein as a Tenant obligation. Towing policies set forth in the Admission and Continued Occupancy Policy are incorporated by reference herein as a Tenant obligation;

**O. Alterations and Repairs.** Shall make no changes, repairs or alterations to the premises and/or equipment, and shall not use tacks, nails, screws or

other fasteners in any part of the premises except in a manner approved by the BHA/WCHA;

**P. Paint and Wallpaper.** Shall not apply wallpaper or paint of any kind without the prior written approval of the BHA/WCHA;

**Q. Storage.** Shall not store household or personal property outside the dwelling unit, other than in designated storage facilities, without the prior written permission of the BHA/WCHA and shall store such items at the sole risk of the Resident;

**R. Damage Charges.** Shall pay reasonable charges for all damages to the premises and/or equipment furnished with the unit (other than for normal wear and tear), except for damages resulting from floods, earthquakes, windstorms or other natural disasters; and shall pay reasonable charges for damage to the project buildings, facilities or common areas negligently or intentionally caused by the Resident, Resident's household or guests said charges to be made according to the current schedule of charges included in the Admission and Continued Occupancy Policy posted in the BHA/WCHA office and incorporated herein by reference. Payment of all such charges shall become due and collectable the first day of the second month following the month the charges are incurred;

**S. Display Signs, Placards or Banners.** Shall not display signs, placards or banners of any type without the written permission of the BHA/WCHA, except for political signs which must then be removed within 48 hours after the applicable election;

**T. Cleaning premises upon Vacating.** Shall clean the premises and all equipment supplied to the premises during tenancy (including drapes, blinds, appliances and carpet, where furnished) immediately prior to vacating and shall return the premises to the BHA/WCHA in as clean and sanitary condition as when the Resident took possession;

**U. Conduct.** Shall conduct himself/herself, and cause other persons who are on the premises with Resident's consent to conduct themselves, in a manner which will not disturb the Resident's neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project and/or neighborhood in a decent, safe and sanitary condition;

**V. Impairment of Environment.** Shall refrain from illegal or other activity which impairs the physical or social environment of the project or neighborhood;

**W. Waterbeds.** Shall not have waterbed(s) in the dwelling unit.

**X. Firearms.** Shall not discharge any firearm, pellet gun, BB gun, slingshot, bow and arrow, or any other instrument or device capable of launching a projectile of any type.

**Y. Smoking.** Shall not smoke any product in any common area or the Resident's unit, or within the premises, except outside of the Premises and away from any entry or exit so that no other Resident, or their guest, or an employee, agent, guest of the BHA/WCHA is affected by the smoking. Shall not discard any smoking device or butts in any location other than a trash receptacle located of a smoking devise or burned tobacco outside of any building and only then after such material has been fully extinguished.

**Z. Barbecue/Grills.** The use of Barbecues and Grills shall only occur within designated common areas. Use of Barbecues and Grills in or outside of a unit, other than designated common areas, is prohibited and constitutes a material breach of the lease.

**AA. Criminal Activity.** The Resident/Tenant shall not engage in any criminal activity or activity that would be considered a crime on the property or the premises, or any drug-related activity that would be considered a crime, including simple possession of any drug, on or off the premises or property. This includes but is not limited to the manufacture of methamphetamine on the premises of the BHA/WCHA. The Tenant shall take all reasonable measures to prevent and stop any criminal activity or activity that would be considered a crime within a Tenant's unit regardless of who engages in the activity. The Tenant shall take all reasonable measures to control, including but not limited to immediate notification of the applicable police or sheriff's office, the resident manager and/or the Authority's security officer of the criminal activity or activity that would be considered a crime upon learning of any such activity on the property and/or premises or such drug-related activity, including simple possession or any criminal activity on the property and/or premises conducted by the Tenant's dependent, resident, and/or guest.

**BB. Community Service Requirement.** Each adult Resident, not exempted from community service requirements, is required to contribute to eight (8) hours of community service per month to the community in which the Resident resides. Exempted Residents are those who are employed, elderly, disabled, participating in an economic self-sufficiency program, excluded from the State's work

requirements, or enrolled in a qualifying state program. Residents must gain approval for exemption from BHA/WCHA. Failure to comply with the community service requirement shall constitute a breach of this Rental Agreement and shall be grounds to terminate Resident's Rental Agreement pursuant to Section 10 of this Agreement.

Refusal or repeated failure of the Resident to comply with any such rule or regulation shall be deemed a material breach of this lease and shall constitute good cause for termination of this agreement by the BHA/WCHA and for eviction of Resident in accordance with Section 9 below.

The BHA/WCHA may exempt some Residents from performing the tasks described because of age, infirmity or physical disability.

## **7. RESPONSIBILITIES OF THE HOUSING AUTHORITIES**

The responsibilities of the BHA/WCHA to the Resident shall be to:

**A.** Maintain the premises and the project in a decent, safe and sanitary condition;

**B.** Comply with requirements of applicable building codes, housing codes and HUD regulations which materially affect health and safety;

**C.** Keep project buildings, facilities and common areas not otherwise assigned to the tenant for maintenance and upkeep in a clean and safe condition;

**D.** Make necessary repairs to the premises;

**E.** Maintain in good and safe working order/condition the electrical, plumbing, sanitary, heating, ventilating systems and other equipment/appliances, including elevators, which are supplied, or required to be supplied, by the BHA/WCHA;

**F.** Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish and other waste removed from the premises by the Resident in accordance with Section 5.H., except containers for the exclusive use of an individual Resident family;

**G.** Supply running water and, where such utilities are furnished, reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage). Heat and hot water are excepted where generated by an installation within the exclusive

control of the Resident and supplied by a direct utility connection;

**H.** Provide equivalent alternative accommodations if the dwelling unit is rendered uninhabitable when necessary repairs cannot be made in a reasonable time, but only when other BHA/WCHA units or federal funds are available; and

**I.** Reduce the Resident's rent in proportion to the seriousness of the loss in value to his dwelling unit if repairs cannot be made in a reasonable time and alternative accommodations cannot be provided; except that, no reduction in rent will be provided if the Resident rejects alternate accommodations or if the damage was caused by the Resident, his household or guests.

## **8. INSPECTIONS**

**A. Prior to Occupancy.** The BHA/WCHA and the Resident (or his representative) shall inspect the premises prior to occupancy. Both parties shall sign a written statement describing the condition of the dwelling unit and the equipment provided. A copy of this statement shall be inserted in the Resident's file and another copy shall be given to the Resident.

**B. During Occupancy.** The Resident shall permit the BHA/WCHA to enter his dwelling with the following conditions:

(1) During reasonable hours and upon 48 hours' written notification to:

(a) Perform routine housekeeping inspections and any special inspections, which may encompass any and all areas of the unit including closets;

(b) Perform necessary maintenance and make improvements and repairs; and

(c) Show the premises for purposes or re-renting the unit.

(2) At any time without advance notification when the BHA/WCHA believes an emergency exists, or when the BHA/WCHA has good cause to believe that criminal activity has or is occurring within the premises, or a material violation of the lease is occurring. If the Resident of an adult member of the household is not present at the time of entry, the BHA/WCHA shall leave a written statement showing the date, time and reason for the emergency entry before departing the premises.

**C. At Agreement Termination.** At his request, the Resident (or his representative) may join the BHA/WCHA in the inspection of the dwelling unit at the time the Resident vacates. The date and time of inspections shall be designated by the BHA/WCHA.

## **9. DELIVERY OF NOTICES**

Except for the notice provision in the emergency inspection procedure above, all notices to the BHA/WCHA or the Resident shall be in writing and considered delivered if handled as follows:

**A. To the Resident.** The BHA/WCHA may hand deliver its notice to the Resident or an adult member of the Resident's household residing in the dwelling unit, or send such notice via First Class mail, properly addressed to the Resident.

**B. To the BHA/WCHA.** The Resident may hand deliver his notice to the BHA/WCHA's Executive Director, or his designee, during working hours, or it may be sent by prepaid First Class mail to the Director's attention:

Housing Authority of the City of Bellingham  
or Whatcom County  
208 Unity Street  
Bellingham, WA 98225

## **10. TERMINATION OF RENTAL AGREEMENT**

**A. By the BHA/WCHA.** If the Resident violates any term of the lease agreement or the Admission and Continued Occupancy Policy, including but not limited to as failing to make payments due under the agreement or to fulfill the Resident's obligations as set forth herein, or for any other good cause, prior to commencement of unlawful detainer proceedings, it shall give the Resident:

(1) Fourteen (14) days of written notice because of non-payment of rent. If the Resident vacates the premises according to the 14-day notice, the agreement shall be terminated when the Resident vacates and returns all keys to the BHA/WCHA office, or fourteen (14) days after the date of service of the notice for nonpayment, whichever occurs later. If the resident receives (4) four 14-Day Notices for non-payment of rent in a calendar year, the resident will receive thirty (30) days written notice of termination for material or repeated lease violations.

(2) A reasonable time, but not less than three (3) days, depending upon the seriousness of the situation, in case of creation or maintenance of a threat to the health or safety of other Residents or BHA/WCHA employees caused by the Resident, his household or guest, including any illegal drug related activity which shall include simple possession of marijuana.

(3) Thirty (30) days written notice if the BHA/WCHA finds that the Resident's income has increased so that it is above the approved income

limits for continuing occupancy in low-rent housing and it has identified a decent, safe and sanitary dwelling unit of suitable size for possible rental by the Resident at a rent not exceeding the percentage of income being paid at the time.

(4) Thirty (30) days written notice for all other reasons, unless a shorter time period is allowed by statute.

(5) Notice as provided in the Washington State Landlord Tenant Act.

(5) Notice of termination which states the reason for the termination.

If during the term of this agreement the Resident, by reason of physical or mental impairment, becomes unable to maintain the premises in a livable condition or to care for his/her physical needs or cannot make arrangements for someone to aid him, the BHA/WCHA may terminate this agreement but shall use reasonable efforts to find the Resident other suitable housing.

**B. By the Resident.** To terminate this agreement, the Resident must give the BHA/WCHA twenty (20) days written notice preceding the end of the rental month. If the Resident does not return the keys for the dwelling unit, a charge will be made for rekeying the lock, according to the schedule of charges included in the Admission and Continued Occupancy Policy incorporated herein by reference.

## **11. REFUNDS/ABANDONED PROPERTY**

**A.** Any refund of rent and/or Security/Damage/Cleaning deposit due the Resident will be mailed by the BHA/WCHA within fourteen (14) days of the date of agreement termination.

**B.** Any personal property left by the Resident after termination of residency may be stored and disposed of by the BHA/WCHA in accordance with Washington State Law. If personal property left by the Resident is stored and to be disposed of, at a minimum, the BHA/WCHA will mail a written notice to the Resident's last known address notifying him/her that specified articles are being stored by the BHA/WCHA at a specified location and that said articles are deemed abandoned and will be disposed of, without sale and without further notice, forty-five (45) days after the date of said notice unless claimed and removed by the Resident before expiration of the forty-five (45) day period.

## **12. GRIEVANCE PROCEDURE**

All grievances and appeals arising under this agreement (excluding evictions) shall be processed

and resolved pursuant to the Grievance policy contained in the Admission and Continued Occupancy Policy, and any grievance procedures adopted by the BHA/WCHA, all of which shall be kept at the resident manager's office and at the BHA/WCHA Administration Office, 208 Unity Street, Bellingham, Washington, and incorporated herein by reference.

### **13. RENTAL AGREEMENT AMENDMENTS**

Amendments to this rental agreement which change the monthly rent shall be signed by both parties and attached hereto as part of this agreement. The BHA/WCHA may amend its schedule of charges for services and repairs and its schedule for utility allowances, as well as its rules and regulations set forth in the Admission and Continued Occupancy Policy (incorporated herein by reference), by giving the Resident not less than thirty (30) days notice to comment. These notices will be posted in each of the housing projects.

### **14. REPRESENTATIONS AND WAIVERS**

This agreement and its incorporated references shall constitute the only agreement between the parties. Any changes to the agreement must be in writing and attached hereto, as noted in Section 13.

The failure of the BHA/WCHA to insist upon the strict observance of any of the terms of this agreement, in any one or more instances, shall not be considered a waiver or relinquishment of such terms in any other instance; but the same terms shall continue in full force and effect.

### **15. CAPTIONS**

The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

### **16. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

### **17. GOVERNING LAW**

This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance

with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in Whatcom County, Washington, provided however, in the event of any tenant dispute other than an eviction or notice to terminate, the Resident shall first file a timely grievance as provided in the Admission and Continued Occupancy Policy and exhaust all remedies provided for therein.

### **18. RESOLUTION OF CONFLICTING PROVISIONS; INTERPRETATION-NEUTRAL CONSTRUCTION.**

In the event of any conflict between this Lease Agreement and any policy of the BHA/WCHA which has been incorporated by reference, the most recently document (lease agreement or policy) shall control. This lease, and all policies referenced and incorporated herein have been reviewed and approved by all parties. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

**RESIDENT:** \_\_\_\_\_

**RESIDENT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**HOUSING  
AUTHORITY  
OF**

☐ **THE CITY OF  
BELLINGHAM**

☐ **WHATCOM COUNTY**

**BY:** \_\_\_\_\_

## **RENTAL AGREEMENT ADDENDUM**

### Supplemental Agreement for Drug-Free Housing and Prohibition of Criminal Activity

1. Neither the resident, nor any member of the resident's household, nor a guest or other person under the resident's control shall engage in criminal activity, including drug-related criminal activity, or any drug related activity that would be considered a crime, on or off project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance [as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 8020)].
2. Neither the resident, nor any member of the resident's household, nor a guest or other person under the resident's control shall engage in any act intended to facilitate criminal activity or any activity that would be considered a crime, including drug-related criminal activity, on or off project premises.
3. Neither the resident nor members of the household will permit the dwelling unit to be used for, or to facilitate, criminal activity or any activity that would be considered a crime, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. The resident and/or member of the household shall take all reasonable steps to prevent and/or stopping any criminal activity or activity that would be considered a crime in or around the dwelling unit and premises, including but not limited to reporting such activity to the police, resident manager, and the Housing Authority's staff.
4. Neither the resident nor members of the household will engage in the manufacture, sale, use, or distribution of illegal drugs at any location, whether on or off project premises or otherwise.
5. Neither the resident nor any member of the resident's household, nor a guest or other person under the resident's control shall engage in the use of, simple possession of, storing, keeping, or giving of a controlled substance as defined in RCW 69.41, 69.50 and/or 69.52, including marijuana, at any location in or outside of the premises, including in, on, or near the dwelling unit, unless such possession and use is allowed by a prescription from a physician licensed in the state of Washington for their personal medical use, and said substance is possessed and taken or consumed in a manner as prescribed by said physician.
6. Neither the resident, nor any member of the resident's household, nor a guest nor any other person under the resident's control shall engage in any illegal activity or any activity that would be considered a crime, including but not limited to, prostitution as defined in RCW 9A.88, criminal gang activity as defined in RCW 9A.84 or otherwise, threatening or intimidating behavior as prohibited in RCW 9A.36.041 or otherwise, assault as prohibited in RCW 9A.36.041 or otherwise, and also including without limitation unlawful possession or discharge of firearms, or any breach of the lease agreement that otherwise jeopardizes the health, safety, welfare of the landlord, his agent or other resident or involving imminent property damage, as defined in RCW 9A.48.010-.100, or otherwise.
7. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or off project premises.

## **RENTAL AGREEMENT ADDENDUM**

### Supplemental Agreement for Drug-Free Housing

8. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Supplemental Agreement shall be deemed a serious violation and a material non-compliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.
9. In case of conflict between the provisions of this Supplemental Agreement and any other provisions of the Rental Agreement, the provisions of the Supplemental Agreement shall govern.
10. This Supplemental Agreement is incorporated into the Rental Agreement previously executed between Owner and Tenant effective: \_\_\_\_\_

\_\_\_\_\_  
DATE

Housing Authority of:

☐ the City of Bellingham

☐ Whatcom County

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
RESIDENT

CIAP Budget/Progress Report  
Part I: Summary  
Comprehensive Improvement Assistance Program (CIAP)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-9944 (Exp. 1/31/96)

HA Name <b>Housing Authority of Whatcom County</b>				Modernization Project Number <b>WA19P041907-96</b>	FFY of Grant Approval <b>1996</b>
<input checked="" type="checkbox"/> Original CIAP Budget <input type="checkbox"/> Revised CIAP Budget/Revision Number <input type="checkbox"/> Progress Report for Period Ending <input type="checkbox"/> Final Progress Report					
Line No.	Summary by Development Account	Total Funds Approved		Total Funds	
		Original	Revised	Obligated	Expended
1	Total Non-CIAP Funds	\$0.00			
2	1408 Management Improvements	\$0.00			
3	1410 Administration	\$67,300.00			
4	1415 Liquidated Damages	\$0.00			
5	1430 Fees and Costs	\$96,230.00			
6	1440 Site Acquisition	\$0.00			
7	1450 Site Improvement	\$7,000.00			
8	1460 Dwelling Structures	\$430,600.00			
9	1465.1 Dwelling Equipment-Nonexpendable	\$25,650.00			
10	1470 Nondwelling Structures	\$2,720.00			
11	1475 Nondwelling Equipment	\$0.00			
12	1495.1 Relocation Costs	\$43,500.00			
13	Amount of CIAP Grant (Sum of lines 2-12)	\$673,000.00	\$0.00	\$0.00	\$0.00
14	Amount of line 13 Related to LBP Testing	\$0.00	\$0.00	\$0.00	\$0.00
15	Amount of line 13 Related to LBP Abatement	\$0.00	\$0.00	\$0.00	\$0.00
16	Amount of line 13 Related to Section 504 Compliance	\$41,000.00	\$0.00	\$0.00	\$0.00
Signature of Executive Director and Date  <b>X</b>		HUD Certification: In approving this budget and providing assistance to a specific housing development(s), I hereby certify that the assistance will not be more than is necessary to make the assisted activity feasible after taking into account assistance from other government sources (24 CFR 12.50).  Signature of Field Office Manager (or Regional Public Housing Director in co-located office)OIP Director and Date  <b>X</b>			

form HUD-52825 (3/93)  
ref Handbook 7485.1

CIAP Budget/Progress Report

Part II: Supporting Pages

Comprehensive Improvement Assistance Program (CIAP)

Comprehensive Grant Program (CGP)

Development Number	Description of Work Items	Development Account Number	Funds Approved			Funds Obligated	Funds Expended
			Original	Revised (1)	Difference		
41-2B The Birches	SITE WORK & TREE REMOVAL						
		1450	\$4,000				
	Replace sidewalks, driveways, site drainage, and tree removal.						
	INSTALL PLAYGROUND EQUIPMENT	1450	\$1,000				
	Install accessible play equipment.						
	REPLACE FENCE	1450	\$1,000				
	LANDSCAPING	1450	\$1,000				
	<b><u>SUBTOTAL</u></b>		<b>\$7,000</b>				
	INTERIOR RENOVATION OF UNITS	1460	\$430,600				
	<b><u>SUBTOTAL</u></b>		<b>\$430,600</b>				
	RANGES/REFRIGERATORS	1465.1	\$25,650				
	<b><u>SUBTOTAL</u></b>		<b>\$25,650</b>				
	ENLARGE MAINTENANCE SHOP/GROUNDS	1470	\$2,720				
	<b><u>SUBTOTAL</u></b>		<b>\$2,720</b>				

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

form HUD-52825 (3/93)  
ref Handbook 7485.1

PHA/WIDE Admin	Admin. Salaries	1410.1	\$45,764				
	Benefits	1410.9	\$19,517				
	Sundry	1410.19	\$2,019				
	<b><u>SUBTOTAL</u></b>		<b>\$67,300</b>				
PHA/.WIDE Fees & Costs	ARCHITECT FEES	1430.1	\$82,230				
	ASBESTOS CONSULTANT						
	Testing and Monitoring	1430.2	\$14,000				
	<b><u>SUBTOTAL</u></b>		<b>\$96,230</b>				

CIAP Budget/Progress Report

Part II: Supporting Pages

Comprehensive Improvement Assistance Program (CIAP)

Comprehensive Grant Program (CGP)

Development Number	Description of Work Items	Development Account Number	Funds Approved			Funds Obligated	Funds Expended
			Original	Revised (1)	Difference		
PHA/WIDE Relocation	RELOCATION	1495.1	\$43,500				
	<u>SUBTOTAL</u>		\$43,500				
	GRAND TOTAL		\$673,000				

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

form HUD-52825 (3/93)  
ref Handbook 7485.1

HA Name <b>Housing Authority of Whatcom County</b>	Modernization Project Number <b>WA19P041907-96</b>	FFY of Grant Approval <b>1996</b>
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\_\_\_\_ Original CIAP Budget    ☒ Revised CIAP Budget/Revision Number   1      \_\_\_\_ Progress Report for Period Ending \_\_\_\_    \_\_\_\_ Final Progress Report

Line No.	Summary by Development Account	Total Funds Approved		Total Funds	
		Original	Revised	Obligated	Expended
1	Total Non-CIAP Funds	\$0.00	\$0.00		
2	1408 Management Improvements	\$0.00	\$0.00		
3	1410 Administration	\$67,300.00	\$67,300.00		
4	1415 Liquidated Damages	\$0.00	\$0.00		
5	1430 Fees and Costs	\$96,230.00	\$86,230.00		
6	1440 Site Acquisition	\$0.00	\$0.00		
7	1450 Site Improvement	\$7,000.00	\$7,000.00		
8	1460 Dwelling Structures	\$430,600.00	\$440,600.00		
9	1465.1 Dwelling Equipment-Nonexpendable	\$25,650.00	\$25,650.00		
10	1470 Nondwelling Structures	\$2,720.00	\$2,720.00		
11	1475 Nondwelling Equipment	\$0.00	\$0.00		
12	1495.1 Relocation Costs	\$43,500.00	\$43,500.00		
13	Amount of CIAP Grant (Sum of lines 2-12)	\$673,000.00	\$673,000.00	\$0.00	\$0.00
14	Amount of line 13 Related to LBP Testing	\$0.00	\$0.00	\$0.00	\$0.00
15	Amount of line 13 Related to LBP Abatement	\$0.00	\$0.00	\$0.00	\$0.00
16	Amount of line 13 Related to Section 504 Compliance	\$41,000.00	\$41,000.00	\$0.00	\$0.00

Signature of Executive Director and Date  <b>X</b>	HUD Certification: In approving this budget and providing assistance to a specific housing development(s), I hereby certify that the assistance will not be more than is necessary to make the assisted activity feasible after taking into account assistance from other government sources (24 CFR 12.50).
	Signature of Field Office Manager (or Regional Public Housing Director in co-located office) OIP Director and Date  <b>X</b>

form HUD-52825 (3/93)  
ref Handbook 7485.1

CIAP Budget/Progress Report

Part II: Supporting Pages

Comprehensive Improvement Assistance Program (CIAP)

Comprehensive Grant Program (CGP)

Development Number	Description of Work Items	Development Account Number	Funds Approved			Funds Obligated	Funds Expended
			Original	Revised (1)	Difference		
41-2B The Birches	SITE WORK & TREE REMOVAL	1450	\$4,000	\$6,970	\$2,970		
	Replace sidewalks, driveways, site drainage, and tree removal.						
	INSTALL PLAYGROUND EQUIPMENT	1450	\$1,000	\$10	(\$990)		
	Install accessible play equipment.						
	REPLACE FENCE	1450	\$1,000	\$10	(\$990)		
	LANDSCAPING	1450	\$1,000	\$10	(\$990)		
	<b>SUBTOTAL</b>		<b>\$7,000</b>	<b>\$7,000</b>	<b>\$0</b>		
	COMPLETION OF EXTERIOR RENOVATION	1460	\$0	\$10,000	+\$10,000		
	INTERIOR RENOVATION OF UNITS	1460	\$430,600	\$430,600	\$0		
	<b>SUBTOTAL</b>		<b>\$430,600</b>	<b>\$440,600</b>	<b>\$10,000</b>		
	RANGES/REFRIGERATORS	1465.1	\$25,650	\$25,650	\$0		
	<b>SUBTOTAL</b>		<b>\$25,650</b>	<b>\$25,650</b>	<b>\$0</b>		
	ENLARGE MAINTENANCE SHOP/GROUNDS	1470	\$2,720	\$2,720	\$0		
	<b>SUBTOTAL</b>		<b>\$2,720</b>	<b>\$2,720</b>	<b>\$0</b>		

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

form HUD-52825 (3/93)  
ref Handbook 7485.1

PHA/WIDE Admin	Admin. Salaries	1410.1	\$45,764	\$45,764	\$0		
	Benefits	1410.9	\$19,517	\$19,517	\$0		
	Sundry	1410.19	\$2,019	\$2,019	\$0		
	<b>SUBTOTAL</b>		<b>\$67,300</b>	<b>\$67,300</b>	<b>\$0</b>		
PHA/. WIDE Fees & Costs	ARCHITECT FEES	1430.1	\$82,230	\$72,230	(\$10,000)		
	ASBESTOS CONSULTANT Testing and Monitoring	1430.2	\$14,000	\$14,000	\$0		
	<b>SUBTOTAL</b>		<b>\$96,230</b>	<b>\$86,230</b>	<b>(\$10,000)</b>		
PHA/WIDE Relocation	RELOCATION	1495.1	\$43,500	\$43,500	\$0		

Development Number	Description of Work Items	Development Account Number	Funds Approved			Funds Obligated	Funds Expended
			Original	Revised (1)	Difference		
	SUBTOTAL						
			\$43,500	\$43,500	\$0		
	GRAND TOTAL		\$673,000	\$673,000	\$0		

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

form HUD-52825 (3/93)  
ref Handbook 7485.1

Annual Statement/Performance and Evaluation Report  
Part III: Implementation Schedule  
Comprehensive Grant Program (CGP)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Development Number	First Architect/Engineer Contract Awarded			All Funds Obligated			All Funds Expended		
	Original	Revised	Actual	Original	Revised	Actual	Original	Revised	Actual
41-2 THE BIRCHES Interior Renovation	06/30/1998	06/30/1998		06/30/1998	06/30/1998		06/30/1999	06/30/1999	
Completion of Exterior Renovation in CIAP 906-95	12/31/1995	12/31/1995		06/30/1997	06/30/1997		0/0/00	06/30/1998	
<b><u>PHA/WIDE</u></b>									
Architect Fees	06/30/1998	06/30/1998		06/30/1998	06/30/1998		06/30/1999	06/30/1999	
Consultant Fees	06/30/1998	06/30/1998		06/30/1998	06/30/1998		06/30/1999	06/30/1999	
Relocation	06/30/1998	06/30/1998		06/30/1998	06/30/1998		06/30/1999	06/30/1999	

# CAPITAL FUND PROGRAM

## Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name	Grant Type and Number	FFY of Grant Approval
<b>Housing Authority of the City of Bellingham</b>	Capital Fund Program Grant No. <b>WA19P025501-00</b>	<b>2000</b>
Replacement Housing Factor Grant No.		

\_\_\_ Original Annual Statement \_\_\_ Reserves for Disasters/Emergencies \_\_\_ Revised Annual Statement (revision no \_\_\_ )

☒ Performance and Evaluation Report for Period Ending: 3/31/01 \_\_\_ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Costs		Total Actual Costs	
		Original	Revised	Obligated	Expended
1	Total Non-CFP Funds	\$0.00	\$0.00		
2	1406 Operations	\$137,239.00	\$0.00	\$137,239.00	\$137,239.00
3	1408 Management Improvements	\$58,599.00	\$0.00	\$20,000.00	\$896.84
4	1410 Administration	\$68,424.00	\$0.00	\$68,424.00	\$20,452.58
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$35,000.00	\$0.00	\$0.00	\$0.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$98,350.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$246,083.00	\$0.00	\$20,012.85	\$3,806.11
11	1465.1 Dwelling Equipment-Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$38,000.00	\$0.00	\$24,736.49	\$23,974.12
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$4,500.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities	\$0.00	\$0.00	\$0.00	\$0.00
19	1501 Collateralization or Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
20	1502 Contingency	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of Annual Grant (Sum of lines 2-20)	\$686,195.00	\$0.00	\$270,412.34	\$186,368.65
22	Amount of line 21 Related to LBP Activities	\$0.00	\$0.00		
23	Amount of line 21 Related to Section 504 compliance	\$0.00	\$0.00		
24	Amount of line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs	\$7,200.00	\$0.00		
26	Amount of line 21 Related to Energy Conservation Measures				

Signature of Executive Director and Date

X

Signature of Field Office Manager (or Regional Public Housing Director in co-located office)OIP Director and Date

X

Annual Statement/Performance and Evaluation Report								
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)								
Part II: Supporting Pages								
PHA Name: HOUSING AUTHORITY OF THE CITY OF BELLINGHAM		Grant Type and Number Capital Fund Program Grant No: <b>WA19P025501-00</b> Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2000</b>		
Development Number	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Operations	1406		137,239.00		137,239.00	137,239.00	
	Community Safety Services	1408		35,500.00		0.00	0.00	
	Resident Service Coordinator	1408		20,000.00		20,000.00	896.84	
	Computer Software	1408		1,599.00		0.00	0.00	
	Staff Training	1408		1,500.00		0.00	0.00	
	Administration	1410		68,424.00		68,424.00	20,452.58	
	Fees and Costs	1430		35,000.00		0.00	0.00	
	Maintenance Vehicle	1475		25,000.00		23,974.12	23,974.12	
	Grounds Equipment	1475		5,000.00		0.00	0.00	
	Costodial Equipment	1475		3,000.00		0.00	0.00	
	Office Furniture & Equipment	1475		5,000.00		762.37	0.00	
	Relocation	1495.01		4,500.00		0.00	0.00	
	<b>Total PHA Wide</b>			<b>341,762.00</b>	<b>0.00</b>	<b>250,399.49</b>	<b>182,562.54</b>	
WA025001	Repair Sidewalks	1450		2,500.00		0.00	0.00	
Lincoln Sq.	Repair/Resurface Parking Lot	1450		5,500.00		0.00	0.00	
	Remove/Replace Landscaping	1450		1,500.00		0.00	0.00	
	Install Exterior Security Lighting	1450		1,200.00		0.00	0.00	
	Replace Carpet (Flooring)	1460		5,000.00		0.00	0.00	
	Replace Plumbing/Fixtures	1460		1,000.00		0.00	0.00	
	Replace Interior Light Fixtures	1460		1,000.00		0.00	0.00	
	Replace Vinyl Flooring	1460		2,500.00		0.00	0.00	
WA025002	Repair Parking Lot/Resurface/Stripe	1450		5,500.00		0.00	0.00	
Wash Sq.	Remove/Replace Landscaping	1450		6,000.00		0.00	0.00	
	Ext. Renovation and Roof Replacement	1460		156,127.00		0.00	0.00	
WA025003	Repair Sidewalks	1450		2,500.00		0.00	0.00	
Chuck Sq.	Repair Parking Lot/Resurface/Stripe	1450		5,500.00		0.00	0.00	
	Remove/Replace Landscaping & Trees	1450		1,500.00		0.00	0.00	
	Install Ext. Security Lighting	1450		1,200.00		0.00	0.00	
	Replace Vinyl Flooring	1460		2,500.00		0.00	0.00	
	Replace Carpet	1460		5,000.00		0.00	0.00	
	Replace Plumbing/Fixtures	1460		1,000.00		0.00	0.00	

PHA Name: HOUSING AUTHORITY OF THE CITY OF BELLINGHAM		Grant Type and Number Capital Fund Program Grant No: <b>WA19P025501-00</b> Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2000</b>		
Development Number	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
WA025004 Pkway Homes	Replace Interior Light Fixtures	1460		1,000.00		0.00	0.00	
	Repair Sidewalks	1450		2,500.00		0.00	0.00	
	Repair Parking Lot/Resurface/Stripe	1450		5,500.00		0.00	0.00	
	Remove/Replace Landscaping	1450		1,500.00		0.00	0.00	
	Refuse Enclosure	1450		2,500.00		0.00	0.00	
	Install Ext. Security Lighting	1450		1,200.00		0.00	0.00	
	Replace Vinyl Flooring	1460		2,500.00		0.00	0.00	
	Replace Carpet	1460		2,500.00		0.00	0.00	
	Replace Plumbing/Fixtures	1460		1,000.00		0.00	0.00	
	Replace Interior Light Fixtures	1460		1,000.00		0.00	0.00	
	Repair/Replace Gutters/Downspouts	1460		1,000.00		0.00	0.00	
WA025005 Falls Park Homes	Repair Sidewalks	1450		2,500.00		0.00	0.00	
	Repair Parking Lot/Resurface/Stripe	1450		5,500.00		0.00	0.00	
	Remove/Replace Landscaping	1450		1,500.00		0.00	0.00	
	Install Ext. Security Lighting	1450		1,200.00		0.00	0.00	
	Replace Vinyl Flooring	1460		2,500.00		0.00	0.00	
	Replace Carpet	1460		5,000.00		1,250.19	1,250.19	
	Replace Plumbing/Fixtures	1460		1,000.00		0.00	0.00	
	Replace Interior Light Fixtures	1460		1,000.00		0.00	0.00	
	Repair/Replace Gutters/Downspouts	1460		1,000.00		0.00	0.00	
	Repair Sidewalks	1450		2,500.00		0.00	0.00	
WA025006 Texas Meadows	Repair Parking Lot/Resurface/Stripe	1450		5,500.00		0.00	0.00	
	Remove/Replace Landscaping	1450		1,500.00		0.00	0.00	
	Install Ext. Security Lighting	1450		1,200.00		0.00	0.00	
	Replace Vinyl Flooring	1460		2,500.00		1,464.16	669.96	
	Replace Carpet	1460		5,000.00		3,405.70	1,885.96	
	Replace Plumbing/Fixtures	1460		1,000.00		0.00	0.00	
	Replace Interior Light Fixtures	1460		1,000.00		0.00	0.00	
	Repair/Replace Gutters/Downspouts	1460		1,000.00		0.00	0.00	
	Repair Sidewalks	1450		2,500.00		0.00	0.00	
	Repair Parking Lot/Resurface/Stripe	1450		5,500.00		0.00	0.00	
WA025007 Hillside Homes								

PHA Name: HOUSING AUTHORITY OF THE CITY OF BELLINGHAM		Grant Type and Number Capital Fund Program Grant No: <b>WA19P025501-00</b> Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2000</b>		
Development Number	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Remove/Replace Landscaping	1450		1,500.00		0.00	0.00	
	Install Ext. Security Lighting	1450		1,200.00		0.00	0.00	
	Replace Vinyl Flooring	1460		2,500.00		0.00	0.00	
	Replace Plumbing/Fixtures	1460		1,000.00		0.00	0.00	
	Replace Interior Light Fixtures	1460		1,000.00		0.00	0.00	
	Repair/Replace Gutters/Downspouts	1460		1,000.00		0.00	0.00	
WA25010 Scattered Sites	Exterior Siding and Painting	1460		33,956.00		13,892.80	0.00	
	Roof Repair/Replacements	1460		2,500.00		0.00	0.00	
	Driveways/Walks	1450		20,150.00		0.00	0.00	
	<b>TOTAL CAPITAL FUNDS GRANT</b>			686,195.00	0.00	270,412.34	186,368.65	
Signature of Executive Director and Date				Signature of Public Housing Director & Date				

**Annual Statement/Performance and Evaluation Report****Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary****Part III: Implementation Schedule**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Management Improvements	03/31/2002			09/30/2003			
Fees and Costs	03/31/2002			09/30/2003			
Admin	03/31/2002			09/30/2003			
Relocation	03/31/2002			09/30/2003			
WA025001	03/31/2002			09/30/2003			
WA025002	03/31/2002			09/30/2003			
WA025003	03/31/2002			09/30/2003			
WA025004	03/31/2002			09/30/2003			
WA025005	03/31/2002			09/30/2003			
WA025006	03/31/2002			09/30/2003			
WA025007	03/31/2002			09/30/2003			
WA25010	03/31/2002			09/30/2003			

Development Number/ Name  HA-Wide Activities	All Funds Obligated (Quarter ending Date)			All Funds Expended (Quarter Date)			Reasons for Revised Target Dates (2)
	Original	Revised(1)	Actual(2)	Original	Revised(1)	Actual(2)	
WA 025001 <u>Lincoln Sq.</u>	06/30/2000		06/30/2000	06/30/2001		10/31/2000	
WA 025002 <u>Wash. Sq.</u>	06/30/2000		06/30/2000	06/30/2001		10/30/1999	
WA 025004 <u>Parkway Homes</u>	06/30/2000		09/30/1999	06/30/2001		06/30/1999	
WA 025005 <u>Falls Park Homes</u>	06/30/2000		03/31/1999	06/30/2001		06/30/1999	
WA 025006 <u>Texas Meadows</u>	06/30/2000		03/31/1999	06/30/2001			
PHA Wide <u>Mngt. Improve</u>							
REDO	<del>06/30/2000</del>			<del>06/30/2001</del>			
Community Safety Services	06/30/2000		10/31/2000	06/30/2001		10/31/1999	
Res. Serv. Coord.	06/30/2000		06/30/2000	06/30/2001		06/30/2000	
Computer Software	06/30/2000		03/31/2000	06/30/2001		03/31/2000	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

Development Number/ Name  HA-Wide Activities	All Funds Obligated (Quarter ending Date)			All Funds Expended (Quarter Date)			Reasons for Revised Target Dates (2)
	Original	Revised(1)	Actual(2)	Original	Revised(1)	Actual(2)	
2 To be completed for the Performance and Evaluation Report.							
PHA Wide (Cont'd)							
<u>Mngt. Improve</u>							
Staff Training	06/30/2000			06/30/2001			
<u>Non-Dwelling Equip</u>							
Computer Hardware	06/30/2000			06/30/2001			
<u>Relocation Costs</u>	06/30/2000			06/30/2001			
<u>Fees &amp; Costs</u>							
A & E Fees	06/30/2000			06/30/2001			
<u>Administration</u>	06/30/2000			06/30/2001			

Development Number/ Name  HA-Wide Activities	All Funds Obligated (Quarter ending Date)			All Funds Expended (Quarter Date)			Reasons for Revised Target Dates (2)
	Original	Revised(1)	Actual(2)	Original	Revised(1)	Actual(2)	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

2 To be completed for the Performance and Evaluation Report.

HA Name	Comprehensive Grant Number	FFY of Grant Approval
Housing Authority of the City of Bellingham	WA19P025707-98	1998

\_\_ Original Annual Statement \_\_ Reserve for Disasters/Emergencies  X  Revised Annual Statement/Revision Number  4  \_\_ Performance and Evaluation Report for Program Year Ending \_\_\_\_  
\_\_ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost (2)	
		Original	Revised (1)	Obligated	Expended
1	Total Non-CGP Funds	\$50,368.00	\$50,368.00		
2	1406 Operations (May not exceed 10% of line 19)	\$0.00	\$0.00		
3	1408 Management Improvements	\$37,048.00	\$37,048.00		
4	1410 Administration	\$56,150.00	\$56,150.00		
5	<del>1411 Audit</del>	\$0.00	\$0.00		
6	1415 Liquidated Damages	\$0.00	\$0.00		
7	1430 Fees and Costs	\$21,772.33	\$21,772.33		
8	1440 Site Acquisition	\$0.00	\$0.00		
9	1450 Site Improvement	\$0.00	\$0.00		
10	1460 Dwelling Structures	\$430,866.60	\$430,866.60		
11	1465.1 Dwelling Equipment-Nonexpendable	\$0.00	\$0.00		
12	1470 Nondwelling Structures	\$0.00	\$0.00		
13	1475 Nondwelling Equipment	\$2,510.00	\$2,510.00		
14	1485 Demolition	\$0.00	\$0.00		
15	1490 Replacement Reserve	\$0.00	\$0.00		
16	1495.1 Relocation Costs	\$3,215.07	\$3,215.07		
17	1498 Mod Used for Development	\$0.00	\$0.00		
16	1502 Contingency (may not exceed 8% of line 19)	\$0.00	\$0.00		
17	Amount of Annual Grant (Sum of lines 2-18)	\$551,562.00	\$551,562.00		
18	Amount of line 19 Related to LBP Activities	\$0.00	\$0.00		
19	Amount of line 19 Related to Section 504 Compliance	\$0.00	\$0.00		
20	Amount of line 19 Related to Security	\$0.00	\$0.00		
21	Amount of line 19 Related to Energy Conservation Measures	\$0.00	\$0.00		

Signature of Public Housing Director and Date
Acting Executive Director and Date



Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
<b>WA-25-1</b> <b>Lincoln Sq.</b>	Upgrade Security (camera)	1475	1	\$2,500.00	\$2,500.00			
	* Non-Comp Grant Funds (security)	N/A		\$14,122.67	\$14,122.67			
	Seismic Retrofit	1460		\$142,297.37	\$142,297.37			
	SUBTOTAL			\$144,797.37	\$144,797.37			
<b>WA-25-2</b> <b>Wash. Sq.</b>	Insulate Exterior Walls/ Replace Windows	1460	2 floors	\$264,667.59	\$264,667.59			
	* Non-Comp Grant Funds (security)	N/A		\$14,122.66	\$14,122.66			
	SUBTOTAL			\$264,667.59	\$264,667.59			
<b>WA-25-3</b> <b>Chuckanut Square</b>	* Non-Comp Grant Funds (security)	N/A		\$14,122.67	\$14,122.67			
	SUBTOTAL							
<b>WA-25-4</b> <b>Pkway Homes</b>	Kitchen Lighting Upgrade	1460	100%	\$4,108.55	\$4,108.55			
	Install Flooring	1460	10 Units	\$12,120.03	\$12,120.03			
	SUBTOTAL			\$16,228.58	\$16,228.58			
<b>WA-25-5</b> <b>Falls Park</b>	Kitchen Lighting Upgrade	1460	100%	\$4,757.77	\$4,757.77			
	SUBTOTAL			\$4,757.77	\$4,757.77			
<b>WA-25-6</b> <b>Texas Meadows</b>	Kitchen Lighting Upgrade	1460	100%	\$2,915.29	\$2,915.29			
	SUBTOTAL			\$2,915.29	\$2,915.29			
<b>WA-25-10</b> <b>Scattered Sites</b>	Kitchen Lighting Upgrade	1460	100%	\$0.00	\$0.00			\$2,400 to 1460 Walls/Win
	Paint Exterior	1460	2 homes	\$0.00	\$0.00			\$4,000 to 1460 Walls/Win
	SUBTOTAL			\$0.00	\$0.00			

X	Acting Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator & Date:  X
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Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
X  <								

PHA WIDE (cont'd)							
FEES & COSTS	A & E Fees	1430.01		\$21,772.33	\$21,772.33		
RELOCATION COSTS	Relocation	1495.01		\$3,215.07	\$3,215.07		
NON DWELL EQUIPMENT	Computer Hardware	1475		\$10.00	\$10.00		
GRAND TOTAL(S)				\$551,562.00	\$551,562.00		

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
				Signature of Public Housing Director/Office of Native American Programs Administrator & Date:				
X Acting Executive Director and Date				X				

Development Number/ Name  HA-Wide Activities	All Funds Obligated (Quarter ending Date)			All Funds Expended (Quarter Date)			Reasons for Revised Target Dates (2)
	Original	Revised(1)	Actual(2)	Original	Revised(1)	Actual(2)	
WA 025001 <u>Lincoln Sq.</u>	06/30/2000			06/30/2001			
WA 025002 <u>Wash. Sq.</u>	06/30/2000			06/30/2001			
WA 025004 <u>Parkway Homes</u>	06/30/2000			06/30/2001			
WA 025005 <u>Falls Park Homes</u>	06/30/2000			06/30/2001			
WA 025006 <u>Texas Meadows</u>	06/30/2000			06/30/2001			
PHA Wide <u>Mngt. Improve</u>							
REDO	06/30/2000			06/30/2001			
Community Safety Services	06/30/2000			06/30/2001			
Res. Serv. Coord.	06/30/2000			06/30/2001			
Computer Software	06/30/2000			06/30/2001			

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

Development Number/ Name  HA-Wide Activities	All Funds Obligated (Quarter ending Date)			All Funds Expended (Quarter Date)			Reasons for Revised Target Dates (2)
	Original	Revised(1)	Actual(2)	Original	Revised(1)	Actual(2)	

2 To be completed for the Performance and Evaluation Report.

<b>PHA Wide (Cont'd)</b>							
<b><u>Mngt. Improve</u></b>							
Staff Training	06/30/2000			06/30/2001			
<b><u>Non-Dwelling Equip</u></b>							
Computer Hardware	06/30/2000			06/30/2001			
<b><u>Relocation Costs</u></b>	06/30/2000			06/30/2001			
<b><u>Fees &amp; Costs</u></b>							
A & E Fees	06/30/2000			06/30/2001			
<b><u>Administration</u></b>	06/30/2000			06/30/2001			

Development Number/ Name  HA-Wide Activities	All Funds Obligated (Quarter ending Date)			All Funds Expended (Quarter Date)			Reasons for Revised Target Dates (2)
	Original	Revised(1)	Actual(2)	Original	Revised(1)	Actual(2)	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

2 To be completed for the Performance and Evaluation Report.

HA Name <b>HOUSING AUTHORITY OF THE CITY OF BELLINGHAM</b>				Comprehensive Grant Number WA19P025708.99		FFY of Grant Approval 1999	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement/Revision Number _____ <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending <u>3/31/01</u>							
<input type="checkbox"/> Final Performance and Evaluation Report							
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost (2)		Obligated	Expended
		Original	Revised (1)				
1	Total Non-CGP Funds	\$0.00		\$0.00		\$0.00	\$0.00
2	1408 Management Improvements	\$36,450.00		\$36,450.00		\$36,450.00	\$21,000.00
3	1410 Administration	\$62,424.00		\$62,424.00		\$62,424.00	\$62,424.00
4	1411 Audit	\$0.00		\$0.00		\$0.00	\$0.00
5	1415 Liquidated Damages	\$0.00		\$0.00		\$0.00	\$0.00
6	1430 Fees and Costs	\$27,207.50		\$27,207.50		\$27,207.50	\$27,207.50
7	1440 Site Acquisition	\$0.00		\$0.00		\$0.00	\$0.00
8	1450 Site Improvement	\$43,374.00		\$43,374.00		\$43,374.00	\$8,088.00
9	1460 Dwelling Structures	\$421,783.50		\$421,783.50		\$421,783.50	\$217,496.17
10	1465.1 Dwelling Equipment-Nonexpendable	\$0.00		\$0.00		\$0.00	\$0.00
11	1470 Nondwelling Structures	\$0.00		\$0.00		\$0.00	\$0.00
12	1475 Nondwelling Equipment	\$33,000.00		\$33,000.00		\$33,000.00	\$33,000.00
13	1495.1 Relocation Costs	\$0.00		\$0.00		\$0.00	\$0.00
14	1490 Replacement Reserve	\$0.00		\$0.00		\$0.00	\$0.00
15	1502 Contingency (may not exceed 8% of line 16)	\$0.00		\$0.00		\$0.00	\$0.00
16	Amount of Annual Grant (Sum of lines 2-15)	\$624,239.00		\$624,239.00		\$624,239.00	\$369,215.67
17	Amount of line 16 Related to LBP Activities	0.00					
18	Amount of line 16 Related to Section 504 Compliance	0.00					
19	Amount of line 16 Related to Security	0.00					
20	Amount of line 16 Related to Energy Conservation Measures	227,912.72		227,912.72		227,912.72	205,478.43
(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.              (2) to be completed for the Performance and Evaluation Report.							
Signature of Executive Director and Date				Signature of Public Housing Director and Date			

Annual Statement/ Performance and Evaluation Report				U.S. Department of Housing and Urban Development Office of Public and Indian Housing				P&E 6/30/00
Part II: Supporting Pages Comprehensive Grant Program (CGP)								
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
LINCOLN SQUARE WA25-1	Resurface Parking Rear Lot	1450	100%	6,573.00		6,573.00	0.00	Retainage remaining only
WASH SQUARE WA25-2	Exterior Walls & Windows	1460	50.00%	227,912.72		227,912.72	205,478.43	
PARKWAY HOMES WA25-4	Resurface & Stripe parking lot	1450	100%	12,119.00		12,119.00	0.00	
FALLS PARK WA25-5	Replace siding	1460	7 bldgs.	168,939.51		168,939.51	3,080.56	
HILLSIDE HOMES 25-7	Resurface Parking Lot	1450	100%	16,594.00		16,594.00	0.00	
SCATTERED SITES WA25-10	Replace Flooring	1460	4 units	8,937.18		8,937.18	8,937.18	
	Install Vinyl Siding	1460	4 units	15,994.09		15,994.09	0.00	
	Install New Drain Field (emerg)	1450	100%	8,088.00		8,088.00	8,088.00	
TOTAL PHYSICAL NEEDS				465,157.50		465,157.50	225,584.17	
<div> <div>(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.</div> <div>(2) To be completed for the Performance and Evaluation Report</div> </div> <div> <div>Signature of Executive Director and Date</div> <div>Signature of Public Housing Director/Office of Native American Programs Administrator and Date</div> </div>								
FEES & COSTS	A & E FEES	1430		2,207.50		2,207.50	2,207.50	
	Non-Technical Fees			25,000.00		25,000.00	25,000.00	
	TOTAL FEES & COSTS			27,207.50		27,207.50	27,207.50	
PHA WIDE MANAGEMNT	Community Safety Services	1408		15,450.00		15,450.00	0.00	

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
ADMIN	Resident Services Coordinator	1408		20,000.00		20,000.00	20,000.00	
	<del>Computer Software</del>	1408		0.00		0.00	0.00	
	Staff Training	1408		1,000.00		1,000.00	1,000.00	
	TOTAL MANAGEMENT			36,450.00		36,450.00	21,000.00	
	Salaries	1410.01		45,376.32		45,376.32	45,376.32	
	Benefits	1410.09		16,547.68		16,547.68	16,547.68	
	Sundry	1410.19		500.00		500.00	500.00	
	TOTAL ADMIN.			62,424.00		62,424.00	62,424.00	
1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.								
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator & Date:			
X					X			
NON-DWELL EQUIP								
	Phone System	1475		33,000.00		33,000.00	33,000.00	
	<del>Computer Hardware</del>	1475		0.00		0.00	0.00	
	TOTAL NON-DWELL			33,000.00		33,000.00	33,000.00	
	GRAND TOTAL			624,239.00		624,239.00	369,215.67	

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.				(2) To be completed for the Performance and Evaluation Report.				
Signature of Executive Director and Date				Signature of Public Housing Director/Office of Native American Programs Administrator & Date:				
X				X				

## Part III

Annual Statement/Performance and Evaluation Report			U.S. Department of Housing and Urban Development			OMB Approval No. 2577-0157 (Exp. 7/31/95)	
Part III: Implementation Schedule			Office of Public and Indian Housing				
Comprehensive Grant Program (CGP)							
Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter ending Date)			All Funds Expended (Quarter Date)			Reasons for Revised Target Dates (2)
	Original	Revised(1)	Actual(2)	Original	Revised(1)	Actual(2)	
WA25-1 <u>Lincoln Square</u>	03/31/2001		03/31/2001	03/31/2002			Completed - Retainage held
WA 25-2 <u>Washington Square</u>	03/31/2001		06/30/2000	03/31/2002			
WA 25-4 <u>Parkway Homes</u>	03/31/2001		03/31/2001	03/31/2002			
WA 25-5 <u>Falls Park Homes</u>	03/31/2001		03/31/2001	03/31/2002			
WA 25-10 <u>Scattered Sites</u>	03/31/2001		03/31/2001	03/31/2002			
<b>PHA WIDE</b>							
Management Improv.	03/31/2001		06/30/2000	03/31/2002			
Administration Fees	03/31/2001		10/31/1999	03/31/2002		03/31/2001	
Fees & Costs A & E	03/31/2001		03/31/2000	03/31/2002		10/31/2000	
Non-Dwell Equip.	03/31/2001		03/31/2000	03/31/2002		03/31/2000	

## **Attachment wa025r03 – Income Limits Section 8 Voucher Program**

Currently, the Bellingham Housing Authority's (BHA) Section 8 Voucher Program admits families whose income does not exceed extremely low-income limits (0 – 30% of area median income) and very low-income limits (30 – 50% of area median income). The BHA is required by statute to house 75% of newly admitted families in any fiscal year to families who are extremely low-income. The BHA is adopting a policy to allow families whose income does not exceed 80% of the area median income (low-income limit) to be eligible for the Section 8 Voucher Program. This inclusion of low-income families will allow the BHA to house 25% of newly admitted families from 30% to 80% of median income.

This action is being taken due to the fact that the housing needs for the jurisdiction (the City of Bellingham) show that 6,626 families are identified as being either extremely, very-low, or low-income. Of the 6,626 families, 35% are extremely low-income, 25% are very-low income, and 40% are low-income. The high number of low-income families needs to be addressed in our community. For this reason, the BHA is allowing for low-income families to be considered eligible.

As required by regulation, the addition of low-income families in the Section 8 Voucher program must be consistent with the Consolidate Plan. The BHA believes this action is consistent based on the goals identified as follows:

The City of Bellingham has identified the following goals in the Consolidated Plan:

- Goal 1: Over 5 years, enable 100 low-income households to rent market rate housing.
- Strategy: Provide a subsidy mechanism to allow low-income households to obtain and maintain occupancy in market rate housing.
- Generate additional housing resources for low-income households in Bellingham.
- Goal 3: Over 5 years, rehabilitate 125 units of housing to improve the living conditions of low and moderate-income households residing in the City of Bellingham.
- Strategy: Provide funding and technical assistance to enable low or moderate-income homeowners and renters to live in safe and decent housing.